



PLACER, County Recorder

RYAN RONCO

DOC- 2020-0004798-00

FOR THE BENEFIT OF PLACER COUNTY
PURSUANT TO GOVERNMENT CODE §6103

RECORDING REQUESTED BY BOARD CLERK
And
WHEN RECORDED MAIL TO:

County of Placer
Attn: Planning Director
3091 County Center Drive
Auburn, CA 95603

FRIDAY, JAN 17, 2020 11:45 AM

MIC \$0.00 | AUT \$0.00 | SBS \$0.00

ERD \$0.00 | SB2 \$0.00 | * \$0.00

ADD \$0.00

Ttl Pd \$0.00 Rcpt # 02852645

CLKBZPK9T2/KJ/1-97

Exempt from Recording Fees – Govt Code 27383

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

DEVELOPMENT AGREEMENT

BY AND BETWEEN THE COUNTY OF PLACER AND

PLACER RANCH, INC.

RELATIVE TO THE PLACER RANCH SPECIFIC PLAN

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**DEVELOPMENT AGREEMENT
BY AND BETWEEN THE COUNTY OF PLACER AND PLACER RANCH, INC.
RELATIVE TO THE PLACER RANCH SPECIFIC PLAN**

This Development Agreement (Agreement) is entered into this 10th day of December, 2019, by and between the COUNTY OF PLACER, a political subdivision of the State of California ("**County**") and PLACER RANCH, INC., a California corporation ("**Developer**") pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of the State of California (all parties hereinafter referred to collectively as "**Parties**").

RECITALS

A. Authorization. To strengthen the public land use planning and development process, to encourage private participation in comprehensive planning, to reduce the economic risk of development, and to provide maximum utilization of resources, the Legislature of the State of California adopted Section 65864, et. seq., of the Government Code (the "**Development Agreement Statute**"), which authorizes the County and an applicant for a development project to enter into a development agreement establishing certain development rights in the property which is the subject of the development agreement project application. The County has adopted County Code Chapter 17, Article 17.58, Section 17.58.210 et. seq. (the "**Development Agreement Ordinance**"), which implements the Development Agreement Statute.

B. Property. The subject of this Agreement is the development of those parcels of land consisting of approximately 2,213.3± acres in unincorporated Placer County, as described in **Exhibit A-1** and depicted on the map set forth in **Exhibit A-2** (hereinafter the "**Property**"), which constitutes the Placer Ranch Specific Plan area ("**Specific Plan**" or "**Plan Area**"). Developer is the owner of the Property and shall be bound by this Agreement and represents that any and all other persons holding legal or equitable interests in the Property shall be bound by this Agreement.

C. Specific Plan. The Specific Plan is designed as a mixed – use community with two primary components, an integrated adjoining mixed-use community and a university. For purposes of this Agreement, the term "**University**" shall mean the approximately 301-acre portion of the Plan Area, and the term "**Community**" shall mean the 1,912-acre portion of the Plan Area, as both terms are described in and depicted in **Exhibits A-1** and **A-2**. The University and Community components are intended to provide the County with a high-quality master planned community and together provide a unique opportunity to create a dynamic and interactive environment that offers a complementary range of residential, higher education, major employment, retail, service, civic, and recreational uses.

D. Hearings. On November 21, 2019, the County Planning Commission, designated as the planning agency for purposes of development agreement review pursuant to Government Code Section 65867, in a duly noticed public hearing, considered this

Agreement and recommended that the County Board of Supervisors ("**Board**") approve this Agreement. On December 10, 2019, the Board conducted a public hearing to consider this Agreement together with the entitlements described in Recital F below.

E. Environmental Impact Report. On December 10, 2019 the Board through Resolution No. 2019-241, certified as adequate and complete the Sunset Area Plan/Placer Ranch Specific Plan Final Environmental Impact Report ("**FEIR**") (State Clearinghouse #2016112012) for the Specific Plan, in accordance with the California Environmental Quality Act (CEQA) and supported by CEQA related findings and a Statement of Overriding Considerations. The Board also adopted a Mitigation Monitoring and Reporting Program ("**MMRP**"). Mitigation measures were suggested in the FEIR and are incorporated in the Specific Plan and in the terms and conditions of this Agreement, as reflected by the findings adopted by the Board.

F. Entitlements. Following public hearings and consideration of the FEIR, public testimony and written comments, on December 10, 2019, the Board approved the following land use entitlements for the Property which are the subject of this Agreement, including:

1. Sunset Area Plan/Placer Ranch Specific Plan Environmental Impact Report, Mitigation and Monitoring and Reporting Plan, and Statement of Overriding Considerations, by Resolution No. 2019-241;
2. General Plan Amendments to reflect the Placer Ranch Specific Plan approved by Resolution No 2019-242;
3. Rezone of 2,213.3± acres from various to SPL-PRSP by Ordinance No. 5999-B;
4. Placer Ranch Specific Plan and Placer Ranch Design Guidelines adopted by Resolution No. 2019-245;
5. Placer Ranch Development Standards adopted by Ordinance No. 5998-B;
6. Placer Ranch Large Lot Vesting Tentative Subdivision Map; and
7. Development Agreement by and Between the County of Placer and Placer Ranch, Inc., Relative to Placer Ranch Specific Plan, adopted by Ordinance No. 6000-B.

The approvals described above in numbered items 1 through 7, inclusive, are referred to herein collectively as the "**Entitlements**." No other action or approval shall be deemed an Entitlement, provided, however, that subsequent actions or approvals by the County for development of the Property, including but not limited to vesting tentative subdivision and parcel maps, conditional use permits or design review approvals ("**Subsequent**

Entitlements”), shall be deemed included as part of the Entitlements upon County action or approval thereof. The inclusion of Subsequent Entitlements as part of the Entitlements vested hereunder shall not limit the County’s discretion to impose time limits within which such Subsequent Entitlements must be implemented. Development of the Property consistent with the Entitlements is referred to herein as the **“Project”**.

G. General and Specific Plans. Development of the Project pursuant to the Entitlements and this Agreement will provide for the orderly growth and development of the Property in accordance with the policies set forth in the Placer County General Plan and the Placer Ranch Specific Plan. For purposes of the vesting protection granted by this Agreement, except as otherwise provided herein, or by state or federal law, the applicable law shall be set forth in the Entitlements as of the date hereof.

H. Contribution to Costs of Improvements and Services. Except as otherwise provided in this Agreement, Developer agrees to contribute and commits to bear the costs of such public improvements and services as required herein to mitigate impacts on the County from the development of the Property, and further commits to perform all mitigation measures identified in either the FEIR or the MMRP as being performed by the Developer. County agrees according to the terms of this Agreement, to assure that Developer may proceed with and complete development of the Property in accordance with the terms of this Agreement. Developer will provide as a part of such development a diverse mix of housing meeting a wide range of housing needs for the County, public facilities such as open space, recreational amenities, commercial centers, professional offices, and other services and amenities that are of benefit to the entire County. County and Developer recognize and agree that but for Developer’s contributions to mitigate the impacts arising as a result of development entitlements granted pursuant to this Agreement, County would not and could not approve the development of the Property as provided by this Agreement and that County’s vesting of the right to develop the Property as provided herein is in reliance upon and in consideration of Developer’s agreement to make contributions toward the cost of public improvements as herein provided to mitigate the impacts of development of the Property as such development occurs.

I. Development Agreement Ordinance. County and Developer have taken all actions mandated by and fulfilled all requirements set forth in the Development Agreement Ordinance of the County.

J. Project Benefits. County and Developer contemplate that the development of the Property pursuant to this Agreement and the Entitlements will result in significant benefits to County and to Developer. The provisions of this Agreement are intended to ensure the University Property remains dedicated for this use and that financing and sizing of infrastructure to serve the University site is accomplished in a timely and financially prudent manner in order to render the University site an attractive investment for the university provider. The County finds that the development of a four-year public university that confers bachelor’s degrees and potentially graduate and / or associate or professional degrees will be of significant benefit to the existing and future residents of the County. The development of the Community with a mix of housing meeting a range of housing needs,

including affordable and senior housing and public facilities such as open space and recreational amenities will be of benefit to the future residents of the County. In addition, the reservation of approximately three miles of right of way for the Placer Parkway and the development and installation of backbone infrastructure and regional serving infrastructure that will serve the greater Sunset Area and foster economic growth for the County will be of benefit to the future residents of the County. This Agreement accordingly provides assurances to Developer that it will have the ability to develop the Property in accordance with this Agreement. This Agreement also provides assurances to the County that it will receive certain public benefits. Specifically, Developer has voluntarily agreed to enter into this Agreement thereby providing County and its residents with various public benefits beyond those attainable through conditions of approval and mitigation measures ("**Public Benefits**").

K. Consistency with General Plan and Specific Plan. Having duly examined and considered this Agreement and having held properly noticed public hearings hereon, the County finds and declares that this Agreement is consistent with the General Plan and with the Specific Plan.

NOW, THEREFORE, County and Developer (the "**Parties**") hereto agree as follows:

AGREEMENT

SECTION 1 GENERAL PROVISIONS

1.1 Incorporation of Recitals and Exhibits. The preamble, the Recitals A through K, and all defined terms set forth in both are hereby incorporated herein, including all documents referred to in the Recitals. All exhibits attached hereto are incorporated by reference.

1.2 Property Description and Binding Covenants. The Property is that certain real property described and shown in **Exhibits A-1 and A-2**, respectively. It is intended and determined that the provisions of the Agreement shall constitute covenants which shall run with the Property and the benefits and burdens hereof shall bind and inure to all successors in interest to and assigns of the Parties hereto. Accordingly, all references to Developer shall mean and refer to Placer Ranch, Inc., and each subsequent purchaser or transferee of the Property or any portion thereof.

1.3 Definitions. As used in this Agreement, the following terms, phrases, and words shall have the meanings and be interpreted as set forth in this Section 1.3.

1.3.1 "Adopting Ordinance" means County of Placer Ordinance No. 6000-B dated December 10, 2019 and effective January 10, 2020, which approves this Agreement as required by Government Code Section 65867.5.

1.3.2 “Agreement” means this Development Agreement.

1.3.3 “Approval Conditions” means the terms and conditions of approval attached to the Entitlements by action of the Board of Supervisors.

1.3.4 “Backbone Infrastructure” means all on-site and off-site improvements required for development of the Project (except for in-tract subdivision improvements), as set forth in Section 4.1 of this Agreement.

1.3.5 “Board” means the Board of Supervisors of the County of Placer.

1.3.6 “CEQA” means the California Environmental Quality Act.

1.3.7 “Commission” means the Planning Commission of the County of Placer.

1.3.7a “Community” means the 1,912-acre Community portion of the Plan Area, as depicted in **Exhibit A-3**.

1.3.8 “County” means the County of Placer, a political subdivision of the State of California

1.3.9 “Development Agreement Statute” means Sections 65864 *et seq.* of the Government Code of the State of California.

1.3.10 “Director” means the Planning Director of County of Placer, or designee.

1.3.11 “Effective Date” means the effective date of the Adopting Ordinance for this Agreement and full execution by the parties hereto.

1.3.12 “Entitlements” means the plans, maps and other land use approvals as described in Recital F.

1.3.13 “General Plan” means the General Plan, including text and maps, of the County of Placer in effect as of the date the Board took action on the Entitlements.

1.3.14 “Lender” means the holder of any mortgage or the beneficiary of any deed of trust encumbering all or any portion of the Property.

1.3.15 “MMRP” means the Mitigation, Monitoring and Reporting Plan adopted for the Project by the Board of Supervisors and as amended by the actions of the Board of Supervisors pursuant to the Entitlements described in Recital E.

1.3.16 “Parties” means the Developer and the County.

1.3.17 “Project” means development of the Property as approved by action of

the Board of Supervisors pursuant to the Entitlements, including the incorporated exhibits thereto.

1.3.18 “Property” means the real property described and depicted in **Exhibits A-1 and A-2**.

1.3.19 “University” means the approximately 301-acre University portion of the Plan Area, as depicted in **Exhibits B-1 and B-2**.

1.3.20 “Zoning Code” means the Chapter 17 of the Placer County Code, in effect as of the date of the Board’s action on Entitlements.

1.4 Additional Defined Terms. If any of this Agreement’s capitalized terms are not defined above, then such terms shall have the meaning otherwise ascribed to them in this Agreement.

1.5 Term.

1.5.1 Commencement, Expiration. The term of this Agreement shall commence upon the Effective Date and shall extend for a period of thirty (30) years thereafter (“**Initial Term**”). The Initial Term will remain in effect unless said Initial Term is terminated, modified, tolled or otherwise extended by circumstances set forth in this Agreement or by mutual consent of the Parties. Unless prior to the expiration of the initial term or prior to the second extension becoming effective, the Board of Supervisors determines, in its sole discretion, that an extension is not in the best interests of the County, the Initial Term shall be extended automatically for two (2) consecutive periods of five (5) years each (the Two Five-Year Extensions). Following the expiration of the Two Five-Year Extensions, this Agreement shall be deemed terminated and of no further force and effect, however, said termination of the Agreement shall not affect any right or duty emanating from the Entitlements. As set forth in the Recitals above, the County’s agreement to approve development of the Property (including the zoning of the Property) is being made in consideration of Developer’s covenants under this Agreement. In the event of any such termination prior to recordation of this Agreement, Developer acknowledges that the Entitlements shall no longer be vested by this Agreement and that the County shall not be required to approve any development of the Property, unless and until an effective development agreement is entered into with the County for the Property.

1.5.2 Tolling Due to Lack of Public University. The term, timing of obligations imposed, and the requirement that the County perform any obligations pursuant to this Agreement, other than the Assignment paragraph (Section 1.7), shall be automatically tolled from the date of County approval of Entitlements until the California State University (CSU) acquires the University Property. In the event that the CSU does not acquire the University Property, the tolling expires only upon a written agreement between the Parties.

Should the University Property be acquired by CSU, the term, timing of obligations imposed, and the requirement that the County perform any obligations pursuant to this Agreement

shall again be automatically tolled if at any point the CSU takes any affirmative actions contrary to development of a public university on the University Property, which includes a failure to comply with Section 6.2 and 6.3 for development of the University Property, or any conduct that evidences the intent by the CSU not to construct a public university as the primary use of the University Property. A tolling that occurs due to a lack of intent to construct a public university shall commence only after County provides Developer and CSU written notice of intent to toll the Agreement and allows CSU thirty (30) days to cure its action to the satisfaction of the County. Once tolling occurs, it shall expire only upon a written agreement between the Parties.

Should the University Property or any portions thereof revert from the CSU back to the Developer, this Agreement shall again be automatically tolled. A tolling that occurs due to reversion of University Property or portions thereof to the Developer shall expire only upon a written agreement between the Parties.

1.5.3 Tolling Due to Annexation. In the event that there is an annexation of all or any portion of the Property into the jurisdictional boundaries of an existing city, the Parties agree that the term, timing of obligations imposed, and the requirement that the County perform any obligations pursuant to this Agreement, other than the Assignment paragraph (Section 1.7), shall be automatically tolled from the date of annexation, and the tolling shall expire only upon a written agreement between the Parties.

1.5.4 Tolling During Legal Challenge or Moratoria. In the event that this Agreement or any of the Entitlements are the subject of legal challenge or any subsequent approvals or permits required to implement the Entitlements (such as any required Biological Resource Permit(s) (as defined in Section 5.2) or environmental impact statement related thereto) are subjected to legal challenge by a third party, the term, timing of obligations imposed, and the requirement that the County perform any obligations pursuant to this Agreement, other than the Assignment paragraph (Section 1.7), shall be automatically tolled during the pendency of the litigation upon service of a lawsuit on the County. The tolling shall terminate upon the earlier of the two following dates: (1) the date of entry of final order or judgement upholding this Agreement, the Entitlements and/or the challenged approvals; or (2) the date of entry of dismissal of the litigation pursuant to stipulation of the parties. In the event a court enjoins either the County or Developer from taking actions with regard to the Project as a result of such litigation that would preclude either or any of them from enjoying the benefits bestowed by this Agreement, then the term of this Agreement shall be automatically tolled during the period of time such injunction or restraining order is in effect.

Notwithstanding the foregoing, the Parties may elect to terminate the tolling at any point by entering into a written agreement stating the same. The length of the tolling period shall be calculated to commence on the date of service of a lawsuit and end on the date of final adjudication by the court, unless the Parties seek earlier termination in which case the date of notice of said termination shall constitute the end date of the tolling period.

Similarly, if Developer is unable to develop the Property due to the imposition by County or other public agency of a development moratoria for a health or safety reason unrelated to the performance of Developer's obligations hereunder (including without limitation,

moratoria imposed due to the unavailability of water or sewer to serve the Plan Area), then the Term of this Agreement and timing for obligations imposed pursuant to this Agreement shall, upon written request of Developer, be extended and tolled for the period of time that such moratoria prevents such development of the Project.

Notwithstanding any extension or tolling of the Term of this Agreement as provided in this Section, County shall, at Developer's sole risk and cost, process any preliminary plans submitted by Developer, including, without limitation, any applications for tentative parcel map or tentative subdivision map approval, during such tolling period; provided, however, no such applications or plans shall be approved unless or until the tolling period has been terminated and all fee obligations outlined in this Agreement have been satisfied.

1.5.5 Automatic Termination Upon Completion and Sale of Residential Unit.

This Agreement shall automatically be terminated, without any further action by the Parties or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Specific Plan for residential use, upon completion of construction and issuance by County of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot by a homebuilder/developer to a bona fide good faith purchaser. In connection with its issuance of a final inspection for such improved lot, County shall confirm that (i) all improvements which are required to serve the lot, as determined by County have been accepted by County, (ii) the lot is included within any Mello-Roos community facilities district ("CFD"), county service area ("CSA"), or any zone of benefit ("ZOB") thereof, or other financing mechanism acceptable to County, to the extent required by County to fund public facility maintenance obligations and services to the lot, in accordance with the provision of Section 6, (iii) if and to the extent required for such lot, an affordable purchase or rental housing agreement has been recorded on the lot, and (iv) all other conditions of approval applicable to said lot have been complied with. This termination shall not in any way be construed to terminate or modify any assessment district or CFD lien affecting such lot at the time of termination.

1.5.6 Termination Upon Developer Request (Non-Residential). This Agreement may also be terminated, at the election of the Developer, with respect to any legally subdivided parcel designated by the Specific Plan for non-residential use (other than parcels designated for public use, specifically including the campus site), when recording a final lot subdivision map for such parcel, or receiving a certificate of occupancy or final inspection, whichever is applicable, for a non-residential building within such parcel, by giving written notice to County of such property owner's election to terminate the Agreement for such parcel, provided that: (i) all improvements which are required to serve the parcel, as determined by County, have been accepted by County; (ii) the parcel is included within the applicable Community Facility Districts or Zone(s) of Benefit within a County Services Area, as required by this Agreement, or other financing mechanism acceptable to the County, to the extent required hereby; (iii) all other conditions of approval that pertain to the development of the parcel have been satisfied; and (iv) all obligations that pertain to the parcel under this Agreement have been satisfied. County shall, if all of the above are satisfied and upon request of the property owner, execute a written notice of termination that may be recorded with the County Recorder against the applicable parcel at the property owner's sole expense. This termination shall not in any way be construed to terminate or

modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

1.6 Amendment of Agreement. This Agreement may be amended from time to time by mutual consent of County and Developer (and/or any successor owner of any portion of the Property, to the extent subject to or affected by the proposed amendment), in accordance with the provisions of the Development Agreement Ordinance. If the proposed amendment affects less than the entire Property, then such amendment need only be approved by the owner(s) in fee of the portion(s) of the Property that is subject to or affected by such amendment. The Parties acknowledge that under the Placer County Code ("**County Code**") and applicable rules, regulations and policies of the County, the Planning Director ("**Director**") has the discretion to approve minor modifications to approved land use entitlements without the requirement for a public hearing or approval by the Board of Supervisors. Accordingly, the approval by the Director of any minor modifications to the Entitlements which are consistent with this Agreement shall not constitute nor require an amendment to this Agreement to be effective.

1.6.1 Effect of Amendment. Any amendment to this Agreement shall be operative only as to those specific portions of this Agreement expressly subject to the amendment, with all other terms and conditions remaining in full force and effect without interruption.

1.7 Assignment. Developer shall have the right to assign this Agreement as to the Property, or any portion thereof, in connection with any sale, transfer or conveyance thereof, upon approval by the County of the express written assignment by Developer, and upon assumption by the assignee of such assignment in the form attached hereto as **Exhibit C**. Upon the conveyance of Developer's interest in the Property, or any portion of the Property, and having complied with the requirements set forth in this section, Developer shall be released from any further liability or obligation hereunder related to that portion of the Property so conveyed and the assignee shall be deemed to be the Developer, with all rights and obligations related thereto, with respect to such portion of the Property so conveyed. In the event of default by either Developer or its assignee, any termination of this Agreement, to the extent that Developer or its assignee is in compliance with all other requirements under this Agreement, shall apply only against the property owner in default.

1.8 Recordation. This Agreement shall be recorded against the Property at Developers' expense within ten (10) days after the County enters into this Agreement, as required by California Government Code Section 65868.5. Except when this Agreement is automatically terminated due to the expiration of the term described in Section 1.5.1 of this Agreement or the provisions of Section 1.5.4 through 1.5.6 above, the County shall cause this Agreement, any amendment hereto and any other termination thereof to be recorded, at Developer's expense, with the County Recorder within ten (10) days of the Agreement, amendment or termination becoming effective. Any amendment or termination of the Agreement to be recorded that affects less than all the Property shall describe the portion thereof that is the subject of such amendment or termination.

SECTION 2 DEVELOPMENT OF THE PROPERTY

2.1 Permitted Uses. The permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes, and location of public improvements, and other terms and conditions of development applicable to the Property shall be those set forth in the Entitlements and this Agreement. This Section addresses the development requirements that are common to both the Community and the University. The Parties have also delineated certain rights and obligations with respect to the Community which are not applicable to the University, and vice versa. These respective rights and obligations are set forth separately in Section 5 and 6.

2.2 Vested Entitlements. Subject to the provisions and conditions of this Agreement, County agrees that it is granting, and grants herewith, a fully vested entitlement and right to develop the Property in accordance with the terms and conditions of the Entitlements and this Agreement and all of the rules, regulations ordinances, specifications, standards and officially adopted policies in effect as of the Effective Date, including but not limited to the County Code (collectively, the “**Applicable Rules**”). County acknowledges that the Entitlements include the following Specific Plan land uses and approximate acreages for the Property as shown in the Specific Plan land use plan set forth in **Exhibit D**:

Low Density Residential	2,210 units on ±446.0 acres;
Low Density Residential Age Restricted	1,050 units on ±183.1 acres;
Medium Density Residential	872 units on ±112.3 acres;
High Density Residential	1,504* units on ±60.0 acres;
Campus Park	±335.0 acres;
University	±301.3 acres;
General Commercial	±22.7 acres;
Commercial Mixed Use	±48.8 acres;
Public Facilities - Schools	±32.7 acres
Public Facilities – County	±8.5 acres;
Parks & Recreation	±69.8 acres;
Open Space	±238.98 acres;
Placer Parkway Right of Way (Easements)	±158.5 acres;
Major Roads/Landscape (Easements)	±168.1 acres.
• <i>Includes 300 reserve units</i>	

Such uses, except as to the University Property as described further in this Agreement, shall be developed in accordance with the Entitlements. Developer’s vested right to proceed with the development of the Property shall be subject to subsequent approvals, provided that any conditions, terms, restrictions and requirements for such subsequent approvals shall not prevent development of the Property for the uses set forth in the Entitlements, so long as Developer is not in default under this Agreement.

The vesting of the Entitlements shall not supersede or affect rights otherwise vested by operation of law, including but not limited to, the Subdivision Map Act and/or other provisions of state or local zoning law.

2.3 Project Phasing. Except as otherwise provided in this Agreement, Developer, or its successor(s) in interest, shall develop and construct the infrastructure necessary to serve the Project in Phases 1, 2, 3 and 4 consistent with the phasing set forth in **Exhibit E** and Backbone Infrastructure requirements as set forth in **Exhibit F**. Changes to the phasing do not constitute an amendment to this Agreement. Details regarding the requirements for each phase are discussed in Section 4.1

2.4 Development Timing. It is the intention of this provision that Developer be able to develop the Property in accordance with Developer's own schedule; provided, however, that to the extent phasing is required by the Entitlements and this Agreement, such provisions shall govern. No future modification of the County Code or any ordinance or regulation which limits the rate of development over time shall be applicable to the Property.

2.5 Residential Unit Transfer. The number of residential dwelling units planned for the different parcels within the Project may be transferred to other parcels within the Project, subject to compliance with the conditions for such transfer as set forth in the Specific Plan. Any remaining unused units must be transferred prior to County approval of the last small lot tentative subdivision map for the Property or are thereafter forfeited. This provision shall only apply to the Community Property.

2.6 Rules, Regulations and Official Policies.

2.6.1 Conflicting Ordinances, Moratoria or Inconsistency. Except as provided in Sections 2 and 3 hereof, and subject to applicable law relating to the vesting provisions of development agreements, so long as this Agreement remains in full force and effect, any change in, or addition to, the Applicable Rules including, without limitation any change in the General Plan, County Code, applicable fee program or other rules and policies adopted or becoming effective after the Effective Date, including, without limitation, any such change by ordinance, County Charter amendment, initiative, referendum (other than a referendum that specifically overturns the County's approval of the Entitlements), resolution, policy, ordinance or legislation adopted by the County or by initiative (whether initiated by the Board of Supervisors or by a voter petition) shall not directly or indirectly limit the rate, timing, sequencing, or otherwise delay or impede, development of the Property in accordance with the Entitlements and this Agreement. Notwithstanding anything to the contrary above, Developer shall be subject to any growth limitation ordinance, resolution, rule or policy that is adopted by the County to eliminate placing residents of the development in a condition which is imminently dangerous to their health or safety, or both, in which case County shall treat Developer in a uniform, equitable and proportionate manner with all other properties that are affected by said condition.

To the extent any future resolutions, rules, ordinances, fees, regulations or policies applicable to development of the Property are not inconsistent with the Entitlements, rate or timing of construction, maximum building height or size, or provisions for reservation or dedication of land under the Entitlements, or under any other terms of this Agreement, such rules, ordinances, fees, regulations or policies shall be applicable. Developer shall also be subject to any such changes regarding construction and engineering design standards or building standards in the event such changes are adopted in response to a natural disaster as found by the Board such as floods, earthquakes, and similar disasters.

2.6.2 Application of Changes. Nothing in this section shall preclude the application to development of the Property of changes in County laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in State or federal laws or regulations. To the extent that such changes in County laws, regulations, plans or policies prevent, delay or preclude compliance with one or more provisions of this Agreement, County and Developer shall take such action as may be required pursuant to Section 7.1 of this Agreement to comply therewith.

2.6.3 Title 24 California Code of Regulations. Unless otherwise expressly provided in this Agreement, the Project shall be constructed in accordance with the provisions of the California Building, Mechanical, Plumbing, Electrical and Fire Codes set forth in Title 24 of the California Code of Regulations in effect at the time of approval of the appropriate building, grading, encroachment or other construction permits for the Project. To the extent that such changes in Title 24 prevents, delays or precludes compliance with one or more provisions of this Agreement, County and Developer shall take such action as may be required pursuant to Section 7.3 of this Agreement to comply therewith.

2.6.4 Authority of County. Nothing in this Agreement shall be construed to limit the authority or obligation of County to hold necessary public hearings, or to limit discretion of County or any of its officers or officials with regard to rules, regulations, ordinances, laws and entitlements of use which require the exercise of discretion by County or any of its officers or officials, provided that subsequent discretionary actions shall not prevent, delay, or impose additional burdens upon, or obligations in connection with, the development of the Property for the uses and to the density and intensity of development as provided by the Entitlements and this Agreement, in effect as of the Effective Date of this Agreement.

2.7 Subsequent Annexations. County and Developer acknowledge that under current provisions of state law (i.e. Government Code Section 65865.3), the Initial Term of this Agreement and any extensions thereof may be affected by a subsequent annexation of all or any portion of the Property into the jurisdictional boundaries of an existing city.

SECTION 3 PLAN AREA FEES

3.1 Application, Processing, and other Fees and Charges

3.1.1 Processing Fees and Charges. Developer shall pay those processing, inspection and plan checking fees and charges ("**Processing Fees**"), including but not limited to district and regional connection fees and sewer services charges as may be required by the County when due and payable under the then current and applicable regulations and rate schedules for processing applications and requests for permits, approvals and other actions, and monitoring compliance required in the MMRP or with any permits issued or approvals granted or the performance of any conditions with respect thereto or any performance required of Developer hereunder.

3.1.2 Development Mitigation Fees. Consistent with the terms of this Agreement, County shall have the right to impose, and Developer agrees to pay, such development fees, impact fees and other such fees levied or collected by County to offset or mitigate the impacts of development of the Project and which will be used to pay for public facilities attributable to development of the Property and the Specific Plan as have been adopted by County, or have been adopted by a joint powers authority of which the County is a member, in effect on the Effective Date of this Agreement ("**Development Mitigation Fees**") subject to changes pursuant to Sections 2.6.2 and 3.1.4. Development Fees shall be due upon issuance of building permits for the Project, except as otherwise provided under this Agreement or the MMRP. To the extent the Development Mitigation Fees allow for a separate and distinct fee for age-restricted units, those fee rates shall apply to the age restricted units. The Development Mitigation Fees are:

1. Placer County Code Article 13.12. Sewer service system annexation and connection fees;
2. Placer County Code Article 15.28. County road network capital improvement program traffic fee - Sunset Benefit Area;
3. Placer County Code Article 15.30. County public facilities fee;
4. Placer County Ordinance No. 5321-B. County of Placer – City of Roseville joint traffic fee;
5. South Placer Regional Transportation Authority. South Placer Regional Transportation and Air Quality Mitigation Fee; and
6. Highway 65 Joint Powers Authority Fee Program.

3.1.3 New Development Fees. After the Effective Date of this Agreement, in the event that the County or a joint powers authority or other agency of which the County is a member or during the Term becomes a member, adopts a new development fee in accordance with the Mitigation Fee Act (Government Code Section 66000 et seq.) ("**New Development Fee**") or other applicable law that is applied uniformly on a county-wide or a regional basis, Developer agrees to pay the New Development Fee; provided, however, that in the event the New Development Fee is duplicative of any development fees or contributions required of Developer pursuant to this Agreement, Developer shall only be obligated to pay the greater amount of the New Development Fee or the Development Fee or contribution amount required hereunder.

3.1.4 Development Fees - Adjustments. County may adjust New Development Fees or Development Mitigation Fees from time-to-time to account for

increases or decreases in the cost of constructing the facilities or in providing the services for which such New Development Fees or Development Mitigation Fees are collected. Such adjustments shall be done on an annual basis, to the extent the corresponding fee program formation documentation and nexus studies or County Code so provides, in accordance with the applicable provisions of the County Code; otherwise, the adjustment shall be done in accordance with the basic assumptions and methodology governing adjustments of County fees generally. All applications of these fees on a dwelling unit equivalent (“DUE”) basis shall be applied in accordance with County policy governing the calculation of DUEs generally applicable to comparable County fee programs. Unless otherwise noted for each respective fee, the 20 Cities Construction Cost Index as reported in the Engineering News Record (20 Cities ENR) will be used to adjust fees on an annual basis.

3.2 Placer Ranch Specific Plan Infrastructure Fee.

3.2.1 Purpose of Fee. Pursuant to the request of Developer, County shall adopt, impose and implement a specific plan infrastructure fee program (“**PRSP Infrastructure Fee Program**”) that establishes a fair share mechanism (“**PRSP Infrastructure Fee**”) whereby the costs of the Backbone Infrastructure (as defined in Section 4.1.3) and park and trail improvement costs are allocated to and fairly shared by the benefitted land uses within the Plan Area. Developer agrees to pay all applicable fees thereunder as adopted by County in accordance with the PRSP Infrastructure Fee Program. The PRSP Infrastructure Fee Program shall include an administration fee to reimburse the County for the costs of administering the program.

3.2.2 Initial Establishment of PRSP Infrastructure Fee Program. The PRSP Infrastructure Fee Program shall be subject to separate review and approval by the Board through adoption of an ordinance to establish the program and a resolution to establish the fee schedule. County shall determine the initial amounts of the PRSP Infrastructure Fee based upon the estimated costs of construction of the Backbone Infrastructure. Developer shall pay for all costs associated with the establishment of the PRSP Infrastructure Fee Program, including for staff, legal, and consultant costs and a nexus study to support the establishment of the PRSP Infrastructure Fee Program.

3.2.3 Adjustment of PRSP Infrastructure Fee. On an annual basis or when requested by Developer but no more than annually, subject to funding being available to County through the administration portion of previously collected fees for the PRSP Infrastructure Fee Program or from advances made by Developer, County shall adjust the PRSP Infrastructure Fee in accordance with the fee adjustment provisions of the PRSP Infrastructure Fee Program. County shall provide sixty (60) days advance written notice to Developer of its intention to adjust the PRSP Infrastructure Fee. Nothing in this Section shall preclude County from adjusting the PRSP Infrastructure Fee on an annual basis pursuant to the PRSP Infrastructure Fee Program adopted inflationary index.

3.3 Roseville Traffic Impact Fee. Developer agrees to pay to the County a fee of \$605 per DUE to provide funding to the City of Roseville for fair share costs of mitigating the impacts on the City of Roseville intersection and circulation system associated with the development of the Plan Area (the “**Roseville Impact Fee**”) as required by Mitigation

Measures 4.14-3 and 4.14-4. The Roseville Impact Fee will be adjusted annually from the Effective Date of this Agreement by the average percentage of change in the 20 Cities and San Francisco Construction Cost Index (May to May).

3.4 Rocklin Traffic Impact Mitigation Fee. Developer agrees to pay to County a fee per DUE in the amount of \$14.42 per DUE that shall be due and payable at building permit issuance. The Rocklin Impact Fee shall be charged against the DUEs located in the Community Property only to provide funding to the City of Rocklin for fair share costs of mitigating the impacts on the City of Rocklin circulation system associated with the development of the Plan Area (the “**Rocklin Impact Fee**”) as required by Mitigation Measure 4-14.5. The Rocklin Impact Fee may be adjusted annually from the Effective Date of this Agreement by the percentage of the change in the 20-Cities ENR.

3.5 Regional Stormwater Retention Basin Fee. If the Developer seeks to utilize the City of Roseville’s Pleasant Grove Stormwater Retention Facility, an agreement shall be negotiated with the City of Roseville that defines the area to be served and the fair share costs that will be spread across all or part of the Placer Ranch Specific Plan. Upon defining the area of participation and the associated fair share costs, a fee program shall be established to spread the fair share costs across the participating area and the Developer(s) shall be required to participate in this fee program for all projects within the defined area of participation. The Regional Stormwater Retention Basin Fee for the area to be served by the City of Roseville’s Pleasant Grove Stormwater Retention Facility shall be calculated to cover the fair share cost to construct, operate, and maintain the facilities necessary to accommodate the contribution of the flows retained on behalf of the area to be served. Costs will include, at a minimum, property; design; environmental; and flood system long-term operations, maintenance, repair and rehabilitation and replacement (OMRR&R), such that FERC (dam) relicensing costs and any required nexus studies are included within the OMRR&R. Developer shall either obtain City of Roseville approval to utilize the Pleasant Grove Stormwater Retention Facility as described herein or participate in another equivalent County fee program established and administered for such purposes, and pay the Regional Retention Basin Fee calculated to cover the fair share cost to accommodate the stormwater retention contribution of the Project. The preferred off-site retention solution shall be selected by Developer prior to the earlier of the recordation of any final map that allows development of any portion of the project site, or approval of the first small lot tentative subdivision map. Payment of the Regional Retention Fee shall occur at the time of building permit issuance.

3.6 Placer Ranch Specific Plan Public Benefit Fee. On July 12, 2016, the Board approved entering into an agreement with Placer Ranch, Inc. to establish terms for the County to process the Placer Ranch Specific Plan, which provided for the reimbursement to the County for the cost of processing the Specific Plan. This fee is an estimate only at this time and is not to be treated by either party as a “not to exceed amount” or the final amount of costs. The County shall track staff time, consultant, and other costs and provide the Developer a final cost estimate within ninety (90) days following execution of this Agreement. The Developer shall have ninety (90) days from date of receipt of the final cost estimate to request clarification of any of the costs incurred. At the conclusion of the ninety (90) day

Developer review period, the County shall issue a final cost accounting, after which time no further changes to the final cost accounting shall be made by either party. Amendment to this fee based upon the final cost accounting shall be deemed a minor amendment to this Agreement and does not require action by the Board of Supervisors. This fee shall include a 3% administration cost to cover the County cost of collecting the fee. The fee shall be adjusted annually from the Effective Date of this Agreement by the percentage of change in the 20-Cities ENR and shall be due at the time of building permit issuance.

3.7 Regional Traffic Fee (County Tier II Fee)

3.7.1 Calculation. Developer shall pay the Tier II Development Fee ("**Tier II Fee**") as established pursuant to the Memorandum of Agreement, Tier II Development Fee Program, effective May 27, 2009 ("**Tier II Fee Program**"), which Tier II Fee may be adjusted pursuant to the terms of the Tier II Fee Program. The Tier II Fee is calculated on a per "DUE" amount as set forth in the Tier II Fee Program and which term "DUE" is defined as "the meaning ascribed to it in the Institute of Transportation Engineers Trip Generation Manual" (Tier II Fee Program, pg. 2, Paragraph 1).

3.7.2 Payment. Developer agrees to pay the Tier II Fee in effect at the time of issuance of building permit.

3.7.3 Deferral. Developer may pursue a fee deferral option as outlined in and consistent with the "Second Amendment to the Agreement to Memorandum of Agreement, Tier II Development Fee Program", effective May 24, 2017 ("**Second Amendment to Tier II Fee Program**"), provided a County Tier II Fee deferral program has been established and/or is in effect at the time of Developer's request for deferral. If Developer seeks to utilize said deferral option within the context of establishment of a CFD, said option is subject to additional review pursuant to the terms of the Second Amendment to Tier II Fee Program. Payment of deferred Tier II Fees is subject to the terms of the Second Amendment to Tier II Fee Program and subject to the deferred payment provisions of the CFD. Developer agrees the obligation to pay all deferred Tier II Fees shall be Developer's sole responsibility. Said obligation shall survive the termination or expiration of this Agreement.

3.7.4 Credits. Upon approval by the SPRTA Board, SPRTA Tier II Traffic Fees to be paid by the Plan Area shall be subject to a credit per DUE for any land acquisition component of the SPRTA Tier II Traffic Fee that applies to that segment of Placer Parkway that lies within the Plan Area.

3.8 Supplemental Sheriff Facilities Fee. As partial consideration for this Agreement and to offset the impacts of the Project on sheriff facilities, Developer shall pay a supplemental fee upon issuance of each residential building permit in the amount of \$249.82 per unit ("**Supplemental Sheriff Facilities Fee**"). The Supplemental Sheriff Facilities Fee shall be adjusted annually from the Effective Date by the percentage of change in the 20-Cities ENR. The County shall charge a three percent (3%) administration fee to administer this fee program.

3.9 Community Recreation Fee. Developer agrees to pay a community recreation

facilities fee ("**Community Recreation Facilities Fee**") upon issuance of each residential building permit as follows: \$1,218.08 per low density residential unit, \$1,218.08 per medium density residential unit, and \$902.28 per high density residential and commercial mixed-use residential unit. The Community Recreation Facilities Fee will contribute to capital development to support community recreation facilities. The purpose of the Community Recreation Facilities Fee is to contribute to capital development that will provide residents of the Plan Area with urban recreational facilities that, together with the developed parkland provided as part of the Project, will be commensurate with the recreational facilities and programs available to residents of the surrounding cities. The funds may be used by the County to construct, enlarge, enhance and/or support community recreation facilities located within the Placer Ranch Specific Plan (including but not limited to the recreation center, aquatic center, and/or gymnasium) or other community recreation facilities as determined by County. The County may enter into joint use agreement(s) to use the Community Recreation Facilities Fee for development of shared recreational facilities with the university, school district, or other recreation providing agency at the sole discretion of the County. Such joint use agreements may result in cost reductions for community recreation facilities within the Plan Area. To the extent that such cost reductions are realized by County, the Community Recreation Facilities Fee may be reduced, but in no event to less than \$609.04 per low and medium density residential unit, and \$451.14 per high density residential and commercial mixed-use residential units. A Regional Recreation Facilities Plan shall be submitted by the developer and approved by County prior to approval of the first small lot final subdivision map. The Regional Recreation Facilities Plan shall provide the basis for the final Community Recreation Facilities Fee to be imposed on the Project. The fee shall be adjusted annually from the Effective Date by the percentage of change in the 20-Cities ENR. The County shall charge a three percent (3%) administration fee to administer this fee.

3.10 Economic Incentive Fee. Developer shall pay a fee of \$761.05 per DUE at the time of building permit issuance, which fee shall be used to offset the cost of regional traffic fees for the University. This fee includes a 3% administration cost to cover the County cost of collecting the fee. The fee shall be adjusted annually from the Effective Date by the percentage of change in the 20-Cities ENR.

3.11 Mitigation Monitoring and Reporting Program Fees. Developer shall pay all mitigation fees or fair share costs required under the MMRP and any subsequent amendments thereto. Said fees shall be due and payable in accordance with the timeframe and in the amounts identified in the MMRP. Developer shall also pay any costs of monitoring compliance with any permits issued or approvals granted or the performance of any conditions with respect thereto or any performance required of Developer hereunder.

3.12 Mitigation Fee Act. The requirement to comply with the Mitigation Fee Act shall only apply with respect to Development Mitigation Fees and any New Development Mitigation Fee(s). As partial consideration for this Agreement and to offset certain anticipated impacts of project approval, the costs of which may not otherwise be calculable at this time, the Plan Area shall be subject to, and Developer, on behalf of themselves and their successors in interest, specifically waive their right to legally challenge any perceived

County's lack of compliance with the Mitigation Fee Act or other applicable law in the calculation of the fee programs identified in Sections 3.2 through 3.11.

3.13 Payment of Fees. Unless otherwise specifically provided in this Agreement, payment of those fees identified in this Section shall be paid at the time of issuance of building permit and, unless otherwise provided herein or in the particular fee program, shall be paid in the amount in effect at the time of the issuance of the building permit.

3.14 County Public Facilities Fee. The Project is subject to and shall pay the County Public Facilities Fee in effect at the time of building permit issuance and as adjusted from time to time pursuant to Chapter 15, Article 15.30 of the Placer County Code.

3.15 Taxes and Assessments. Unless otherwise provided in this Agreement, the Project shall be subject to all taxes and assessments to be applied on a County-wide basis or regional basis resulting from a vote of the public.

SECTION 4 PLAN AREA PHASING AND OFFERS OF DEDICATION

4.1 Phasing Plan. Developer intends to develop a specific infrastructure phasing plan ("**Phasing Plan**") addressing the construction of "**Backbone Infrastructure**," which term includes, but is not limited to all on-site and off-site improvements required for development of the Project (except for in-tract subdivision improvements) consistent with the Entitlements, such as roadways, utility extensions (water, recycled water, sewer, storm drainage and dry utilities, including utility stubs to parcels to be used for public or affordable housing purposes), temporary and permanent drainage facilities (detention, retention, conveyance and water quality), frontage improvements (curb, gutter, sidewalk, and median landscaping), sewer pump stations, and temporary and permanent improvements to provide access and turnaround provisions meeting County and Fire standards and requirements. The Phasing Plan will consider and address the future needs of the University property for any infrastructure constructed. At a minimum, the University Property shall be provided Specific Plan road section standard roadway access including frontage improvements, all utility connections (water, recycled water, sewer, storm drainage and dry utilities), and secondary access meeting County and Fire standards and requirements with the first construction phase

The Phasing Plan shall be submitted, reviewed, and approved by the County prior to or concurrent with the submittal of the first phase of the Large Lot Final Map for review, approval of any small lot tentative subdivision map or submittal of any improvement plans for backbone infrastructure for any phase of the Placer Ranch Specific Plan, whichever occurs first. Backbone Infrastructure shall be constructed consistent with the approved Phasing Plan, as may be amended from time to time.

The approved Phasing Plan may be revised subject to County Development Review Committee ("**DRC**") approval. Future sub-phases of the Phasing Plan will be considered by the DRC concurrently with the small lot vesting tentative subdivision map(s) to which the sub-phase(s) apply.

4.1.1 Timing of Sidewalks, Sound walls and Frontage Landscaping. Sidewalks, sound walls, and frontage landscaping along backbone roadways next to low density residential and medium density residential uses shall be installed concurrently with the backbone infrastructure roadway improvements. Sidewalks shall also be installed concurrently with any constructed roadway segment along the frontage of future parks or public parcels, including open space areas, except as allowed under Section 5.1.3 below. Landscaping shall be installed within permanent and temporary roadway medians concurrently with the road improvements that include such medians, unless otherwise determined by the County. Installation of landscaping and sidewalks along backbone roadways fronting along commercial and high-density residential uses shall be the responsibility of the commercial or high-density residential property owner.

4.1.2 Road Improvement Standards. All roadway improvements to be installed by Developer shall comply with the Entitlements and/or Subsequent Entitlements. If the Entitlements and/or Subsequent Entitlements do not provide a standard, the design and construction of all roadway improvements shall be in accordance with County's Land Development Manual and General Specifications, as amended and updated from time to time. As to any roadway improvements to be constructed by Developer hereunder, and subject to the provisions of Section 4.10, Developer shall have the responsibility for securing any and all local, state and federal permits necessary for such construction.

4.1.3 Costs of Backbone Infrastructure. Except as otherwise provided in this Agreement, the costs of the Backbone Infrastructure and public facilities as generally described in the Financing Plan will be financed by Developer.

4.1.4 Order of Construction. Roadways planned for ultimate four or six lane build-out configurations may be constructed in phases, based on the County approved Phasing Plan; however, the outside lane, bike lane, ultimate storm drainage improvements, curb, gutter, and sidewalk improvements shall be constructed first with an interim wider center median provided that will accommodate the future lane(s).

4.2 University Property Dedications. If University Property is conveyed to the CSU prior to recordation of a large lot final map that creates the University parcel, Developer shall provide all necessary easements to County in advance of conveyance of the University Property to the CSU that would cover portions of the proposed University Property (types of easements include but are not limited to: drainage and drainage access easements ; landscape easements; pedestrian easements; highway easements; multipurpose easements; and multipurpose trail easements, and any offsite highway easements that may be required for access as applicable. The County at its sole discretion may consent to these easements, but not accept for maintenance.).

4.3 Acceptance of Irrevocable Offers of Dedication. All small lot subdivision final maps for the Plan Area shall include the actual Irrevocable Offers of Dedications (IODs) required for the portions of the real property covered by such subdivision final maps. Except as otherwise approved by the County, the portions of the Plan Area offered for dedication shall be consistent with the locations shown in the Specific Plan and Phasing Plan. With

respect to these dedications and in addition to those provisions set forth in Section 4.2, the County will sign the appropriate acknowledgments to allow the IODs to be recorded, but in its sole discretion may choose to defer acceptance of the IODs until the applicable improvements to be constructed therein are completed and a financing mechanism for the maintenance of such completed improvements acceptable to the County has been established.

4.3.2 Parcels with shared access. Parcels with access locations shared over a common property line shall grant to each other reciprocal access easements at the time of recordation of any small lot subdivision final map.

4.4 Pre-Condition to County Acceptance of IODs. Except as expressly provided for by this Agreement, acceptance of all dedicated areas and any other property to be conveyed in fee or by easement to County pursuant to this Agreement shall be with good and marketable title, free of any liens, financial encumbrances, special taxes, or other adverse interests of record, subject only to those exceptions approved by County in writing. The foregoing shall not preclude inclusion of such public property within a financing services district, so long as the levy or assessment authorized thereby is zero (0) while the property is used for public purposes. Developer shall, for each such conveyance, provide to County, at Developer's expense, a current preliminary title report, a California Land Title Association (CLTA) standard coverage title insurance policy in an amount specified by the County, and a phase 1 site assessment for hazardous waste approved by the County. In the event the phase 1 site assessment indicates the potential presence of any hazardous waste or substance, the County may require additional investigation be performed at Developers' expense. Developer shall bear all costs of providing good and marketable title and of providing the property free of hazardous wastes or substances.

4.5 Adjustments to Dedications. County acknowledges that, as Developer processes large lot and small lot subdivision maps for the Property, minor adjustments to the boundaries of the dedicated areas may be required based on the final engineering for such maps and Developer may also propose to relocate certain roadways, public facilities, and/or park sites. County and Developer agree to cooperate with respect to any such proposed adjustments or relocations, provided the approval of such adjustments or relocations shall be subject to County's sole discretion. Upon such approval, County and Developer will cooperate to affect such adjustments or relocations, subject to Developer offering to dedicate to County any replacement area that may be required by such adjustment or relocation so long as any such replacement area has not then been developed by Developer.

The parties also acknowledge that the descriptions for the public facilities as described and defined in the Specific Plan are based on preliminary planning information and that the boundaries of these dedicated areas may need to be revised when the final engineering for the roadways and the final plans for the facilities to be located on the public/quasi-public sites are approved. As and when such engineering and plans are finalized, Developer shall prepare, execute and deliver to County for recordation amended IODs, in forms acceptable to County, with the required amendments to the descriptions to conform with the final plans for the improvements, so long as (i) the total area dedicated by Developer is not substantially

increased, (ii) dedication of the additional area will not adversely impact in place improvements constructed by Developer pursuant to a County approval, and (iii) to the extent applicable, provided Developer applies for any necessary approvals and pays all costs of processing, County acknowledges that any area that may have been included as part of the original IOD that is no longer required for the intended purpose may be abandoned back to Developer at no charge except for cost of processing. Subject to the foregoing conditions, Developer shall provide the amended IOD when the final engineering for the roadways is completed and prior to approval of the final plans for the facilities to be located on these public/quasi-public sites.

4.6 Encroachment Permits, Landscape Maintenance Easements. Developer and County shall grant encroachment permit(s) or maintenance easements to each other, their agents, employees, successors, assigns, agents and employees, for the purpose of entry into the landscape easement and setback areas or County property (including streets, sanitary sewer infrastructure, and rights-of-way) to perform the maintenance obligations described herein.

4.7 Public Utilities within Rights-of-Way. Except as otherwise set forth in the Specific Plan or otherwise required by County as provided herein, public utilities shall be located within the easements to be granted by Developer to County as public utility and/or landscape easements or within highway easements granted by Developer to County for the arterials, collectors and other local streets within the Plan Area. Accordingly, upon recordation of any small lot parcel or subdivision final map (or any phase of it), or demand of County based upon service needs, whichever occurs first, in addition to the dedications to be provided pursuant to Sections 4.2, 4.3, and 4.4, Developer shall grant and convey to County, through a recorded IOD or other means acceptable to County, the highway easement for any additional arterials, collectors, local streets, or public utility easements that include the area within which such public utilities will be located. The width of the road highway easements and public utility and/or landscape easements shall be as shown in the Specific Plan, the Development Standards and Design Guidelines, or small lot parcel or subdivision final map.

4.7.2 Sewer Lift Stations. Developer shall grant IODs in fee for the sewer lift stations located on Lots PR – 94 and PR – 95 concurrent with the recordation of the Large lot Final Map. If the Large Lot Final Map is phased, the Development Review Committee shall determine which phase shall require the IOD in fee for the sewer lift stations.

4.8 County Discretion for Dedication of Easements. Nothing in this Agreement shall be construed to limit or restrict the right of County to require the dedication of an easement for utility purposes related to development of any parcel when such requirement would be otherwise consistent with the reasonable exercise of the police powers of County and is reasonably related to a requirement to serve the parcel or parcels adjacent to the easement. County may also, in its sole discretion, approve alternative locations for utilities, such as through parks or open space areas.

4.9 Acquisition of Necessary Real Property Interests. In any instance where Developer is required by this Agreement to construct any public improvement on land not

owned by Developer, Developer at their sole cost and expense shall, in a timely fashion to allow it to construct the required improvements, acquire or cause to be acquired the real property interests necessary for the construction of such public improvements.

4.10 Assistance in Acquisition of Necessary Real Property Interests. In the event Developer is unable after exercising all reasonable efforts, including but not limited to the rights under California Civil Code Sections 1001 and 1002, to acquire the real property interests necessary for the construction of such public improvements as to property within Placer County, Developer may request that the County assist in the acquisition of the necessary real property interests. If County agrees to assist with said acquisition, Developer shall provide adequate deposits for all costs County may reasonably incur (including the costs of eminent domain proceedings and the value of the real property) and shall execute an agreement in association therewith acceptable to County that includes full defense and indemnification of the County. Upon receipt of the security and execution of the agreement, County shall commence negotiations to purchase the necessary real property interests to allow Developer to construct the public improvements as required by this Agreement and, if necessary, in accordance with the procedures established and to the extent allowed by law, may use its power of eminent domain to acquire such required real property interests. Any such acquisition by County shall be subject to County's discretion, which is expressly reserved by County, to make all necessary findings to acquire such interest, including a finding of public necessity.

In the event Developer is unable after exercising all reasonable efforts to acquire the real property interests necessary for the construction of such public improvements as to property within the City of Roseville or any other jurisdiction other than Placer County, developer shall immediately notify County and shall at the same time request assistance in the acquisition of the necessary real property interests from the appropriate officials within that other jurisdiction. Developer shall provide adequate security or deposits for all costs that jurisdiction may reasonably incur (including the costs of eminent domain proceedings and the value of the real property) and, subject to such other entity agreeing on commercially reasonable terms to proceed therewith, shall execute an agreement in association therewith acceptable to that jurisdiction.

In the event after notification by Developer, County or any other jurisdiction decides not to proceed with acquisition of the real property interests at that time and Developer is unable thereby to construct the required improvements, Developer shall deposit with County (i) adequate funds or other security acceptable to County for all costs that County or such other jurisdiction may reasonably incur should it, at some future time, initiate eminent domain proceedings to acquire the real property, and (ii) adequate funds or other security or deposits acceptable to County for all costs of construction of the improvements required to be constructed by Developer that is not being constructed due to the lack of public ownership of the necessary real property.

In those circumstances where County owns property in fee on or over an area for which development of the Plan Area requires permanent and temporary construction easements, road rights-of-way and/or sites for public facilities, County shall grant, at no cost or expense to Developer, such permanent easements, temporary easements, rights-of-way,

encroachment permits (as provided in Section 4.6) or sites as needed for the timely and efficient development of the Property, provided that such rights shall be granted by County subject to Developer's indemnity obligations provided in Section 9.

This Section is not intended by the parties to impose upon Developer as an enforceable duty to acquire land or construct any public improvements on land not owned by Developer, except to the extent that Developer elects to proceed with the development of the Property.

It is possible that at some time in the future the cost of acquiring some or all of the real property interests necessary for the construction of public improvements under this Section may be included within a traffic fee program established or adopted by County or a regional traffic fee program in which County participates. Without obligating itself to include any such costs, County agrees to consider the feasibility of including the cost of acquiring real property as one of the cost components when it establishes or reviews any such traffic fee program. Should Developer be required to acquire such real property interests or incur costs in association with the acquisition of such real property interests by County or any other applicable jurisdiction as provided in this Section, to the extent the cost of such real property interests is included in said fee program, Developer will be entitled to fee credits and/or reimbursements in the amount of the cost of such real property interests not to exceed the amount included in said fee program. Alternatively, County shall use its best efforts to require other benefitting parties to enter into reimbursement agreements with County and/or Developer which will provide reimbursement to Developer, at the earliest possible opportunity, of the amount in excess of the Plan Area's fair share responsibility for the acquisition of such real property interests.

4.11 Waiver. In consideration of the benefits received pursuant to this Agreement, Developer, on behalf of itself and its respective heirs, successors in interests and assigns, waives any and all causes of action which it might have under the ordinances of County or the laws of the State of California or the United States with regard to any otherwise uncompensated or under-compensated conveyance or dedication of land or easements over the Plan Area or improvements that are specifically provided for in this Agreement, that are required in conjunction with changes to this Agreement or the Specific Plan, or any amendment thereto that are requested by Developer, or that are logically implied by this Agreement.

SECTION 5 DEVELOPER OBLIGATIONS

5.1 Roadway Improvements.

5.1.1. On-site Roadway Improvements. Developer shall be obligated to construct all Plan Area on -site roadways according to the approved Phasing Plan.

5.1.2 Off-site Roadway Improvements. Except as otherwise provided in this Agreement, Developer shall be required to construct all off-site roadway improvements as required as part of the approved Phasing Plan except as otherwise provided herein.

5.1.3 Phase I Foothills Boulevard Offsite Connection. Unless already constructed, Developer shall design, permit, and construct two lanes on Foothills Boulevard from the terminus of the existing roadway section in the City of Roseville connecting to existing Duluth Road, including one-half of a six lane bridge over Pleasant Grove Creek (see **Exhibit G**) prior to the issuance of the 1000th DUE building permit within the Plan Area or prior to connection of a Plan Area roadway to Woodcreek Oaks Boulevard, whichever is sooner (the “**Phase I Foothills Boulevard Connection**”).

The Phase I Foothills Boulevard Connection is subject to an inter-agency joint funding agreement between the City of Roseville and Placer County for each jurisdiction fair share contribution of the phased extension costs and is subject to the City of Roseville permitting process for the County or Developer to construct the proposed improvements within the City. Upon completion of construction of the improvement by the Developer, Developer shall submit copies of invoices, proof of payment, and any other documentation supporting its claim for reimbursement of costs of construction that may be reasonably requested for the County’s review and approval of said costs. Once County accepts the facility, the County shall have up to ninety (90) days to reimburse Developer for approved costs.

5.1.4 Sunset Extension. Consistent with the timing for the construction of Phase I Foothills Boulevard Connection set forth in Section 5.1.3 of this Agreement, Developer shall design, permit and construct two lanes of Sunset Boulevard from its current terminus at North Foothills Boulevard to Fiddymment Road (the “**Sunset Extension**”). Upon completion of construction of the Sunset Extension by Developer, Developer will be eligible for immediate reimbursement for one lane of the two-lane segment between North Foothills Boulevard and College Park Drive. Developer shall submit copies of invoices, proof of payment, and any other documentation supporting its claim for reimbursement of costs of construction that may be reasonably requested for the County’s review and approval of said costs. Once County accepts the facility, the County shall have up to ninety (90) days to reimburse Developer for approved costs. For the segment between College Park Drive and Fiddymment Road, reimbursement or credit is subject to credit / reimbursement process in accordance with the County’s traffic fee program.

5.1.5 Placer Parkway Right of Way. With the recordation of the Large Lot Final Map, Developer shall grant to County, in coordination with the Department of Public Works, a separate highway easement to accommodate the full future Placer Parkway ultimate alignment, including an area for the portion of a potential future interchange at the Placer Parkway/ Fiddymment Road and Foothills Boulevard intersections that would lie within the Project boundaries. If the Large Lot Final Map is phased, the Development Review Committee shall determine which phase shall require the highway easement dedication.

Notwithstanding the provisions contained in this Agreement, the County shall not be obligated to accept such easement for the area until execution of a contract for construction of the segment of Placer Parkway in these areas. Developer shall include the maintenance of the Placer Parkway area in its Community Facilities District – Public Services under 7.6 below, until such time as the contract for the construction of Placer Parkway is executed. Developer shall maintain the Placer Parkway area prior to County acceptance, using funding

from the CFD – Public services or other annual source of funds. Upon County acceptance of the easement for the Placer Parkway area, County shall be responsible for maintenance of the accepted Placer Parkway area, using funding from the CFD-Public Services, until such time as indicated herein.

5.2 Wetland Biological Resource Permits / Biological Resource Permits

5.2.1 PCCP. County is in the process of developing a comprehensive habitat conservation plan, commonly referred to as the Placer County Conservation Plan (“**PCCP**”), and acknowledges that, upon approval of all wetland and biological resource permit and other associated permits, such as water quality and streambed alteration agreements (“**Biological Resource Permits**”), to the extent permitted by law, County will not seek to impose any additional conditions or requirements on Developer to mitigate the impacts of development of the Project on wetlands and other biological resource habitat, notwithstanding any additional conditions or requirements that may subsequently be contained within the PCCP. Developer currently intends to fully participate in the PCCP upon adoption, however if not adopted may mitigate the impacts of such wetland fills through off-site preservation and/or off-site creation of wetland resources but would like to retain the flexibility to subsequently decide for themselves, as an alternative approach, to comply with the final approved PCCP provisions governing the fill of wetlands. County acknowledges that while Developer retains this flexibility, to the extent that any mitigation measures contained in the MMRP are not included within the PCCP provisions, Developer will be required to provide said mitigation or provide, to the satisfaction of County, functional equivalent mitigation.

5.2.2 Permits. Developer shall diligently pursue and obtain issuance of all Biological Resource Permit(s) required by federal and state agencies (“**Permitting Agencies**”) and any amendment, modification or supplement thereto, or any additional Biological Resource Permits, if required, in order to develop the Plan Area, including but not limited to off-site improvements and public facilities to serve the Plan Area. Developer shall be responsible for obtaining all permits, at Developer’s sole cost.

5.2.3 Timing of Permits. Biological Resource Permits shall be obtained prior to the approval of any improvements on any portion of the Plan Area. Biological Resource Permits shall not be required to be obtained prior to recordation of a large lot final subdivision map. A Fill Permit shall not be required prior to approval of the Campus Master Plan for the University Property.

5.2.4 Conditions on Permits. Developer shall use good faith efforts to obtain approval of Biological Resource Permits with conditions that are consistent with and do not adversely impact or limit the planned public uses, operations, and improvements to be included within the affected open space areas, if any, within the Plan Area. Developer acknowledges that Developer shall be responsible, at their own expense, for satisfying all conditions of the Biological Resource Permits and to establish all funding mechanisms required, if any, by the Permitting Agencies.

5.2.5 Maintenance of Avoided or Enhanced Wetland Areas. To the extent Developer avoids and preserves wetlands or associated resources on-site or enhances or

creates wetlands on-site as compensatory mitigation, Developer shall be solely responsible for performing and paying for all initial maintenance, monitoring and reporting imposed by the Permitting Agencies ("**Initial Maintenance Requirements**"). For purposes of this Agreement, Initial Maintenance Requirements are defined as the initial monitoring, maintenance and, if necessary, corrective actions required by the Permitting Agencies for the length of time identified by the Permitting Agencies.

5.2.6 Financing of Long-Term Maintenance of Wetland Areas. County agrees to cooperate with Developer to facilitate the ability of the Services CFD (as defined in Section 7.8) and/or CSA, if required, to fund long term maintenance, monitoring and/or compliance.

County will only consider acceptance and maintenance of open space in the Plan Area, excluding the University Property, after the Initial Maintenance Requirements have been completed, and construction of drainage facilities and other appurtenances by Developer and the Permitting Agencies have signed off on the same and identified the scope of Long Term Open Space Maintenance obligations. For purposes of this Agreement, "**Long Term Open Space Maintenance**" is defined as the maintenance required by the Permitting Agencies in perpetuity to preserve and maintain the wetland areas and which occurs only after the Permitting Agencies have signed off on the completion of the permit requirements. During the interim, Developer must arrange maintenance and financial obligations to the satisfaction of the Permitting Agencies. Furthermore, during said initial monitoring period, Developer shall indemnify, defend and hold County harmless from any and all costs, liabilities or damages for which County is held responsible or alleged to be responsible under the Biological Resource Permits, which arise out of or relate to any failure of Developer to satisfy such monitoring requirements, excluding any such failure caused by the active negligence of County or any employees, agents or contractors thereof.

Until such time as the Services CFD or CSA is formed to provide sufficient revenues for the Long Term Open Space Maintenance and County or other entity, as agreed to by the County, has accepted ownership of open space parcel(s), Developer shall be solely responsible for performing and paying for the same. Developer shall ensure an alternative funding mechanism is established to the satisfaction of the Permitting Agencies to cover the costs of said maintenance. Developer acknowledges that the costs of monitoring and maintenance prior to formation of the Services CFD or CSA are not reimbursable through the future Services CFD or CSA.

5.2.7 Facilities Included in Biological Resource Permit(s). Developer shall use their best efforts to ensure that the approval of the Biological Resource Permit(s) includes, to the extent required for the development of such facilities, development of the bike paths, water quality facilities and drainage and flood control facilities, gates and driveway access to support equipment access for all areas that will require future maintenance and rehabilitation activities, and any other similar improvements described in the Specific Plan and this Agreement. Developer acknowledges responsibility for obtaining Biological Resource Permit coverage, if required, for all open space uses specified in the Specific Plan and this Agreement. In this regard, Developer shall consult with County and include to the extent known or planned and if required, the approximate location of proposed bike paths, lookouts, overlooks, interpretive signage, bathrooms, benches, picnic tables,

passive recreation areas, water quality facilities and drainage and flood control facilities on all maps and/or exhibits accompanying all Biological Resource Permit(s) applications to ensure all proposed open space improvements are disclosed and considered by the Permitting Agencies during processing of the Biological Resource Permit(s) and drafting of permit conditions. If any significant modifications are proposed which conflict in any manner with the Entitlements related thereto and to the planned location and construction of the improvements as a result of approval of the Biological Resource Permits, the revised relocation of such improvements shall be resubmitted to County for review. County may approve or deny any request to relocate any of the improvements and the review of such modifications shall be made in accordance with CEQA, which may only require County to determine, if supported by CEQA, that such relocation substantially conforms with the FEIR and approvals related thereto.

5.2.8 Open Space Management Plans for Community Property or University Property Biological Resource Permits.

5.2.8.1 Community Property. If the Permitting Agencies require preparation of an open space management plan for the Community Property 404 permits and any of the open space included in said plans is contemplated to be offered to County or other entity, Developer shall coordinate preparation and approval of any required open space management plan(s) with County or other entity, as applicable, to ensure the scope of long term maintenance requirements are adequately financed. Developer shall be solely responsible for the cost of preparation of all such plans and shall reimburse County or other entity for any costs incurred by its review thereof.

5.2.8.2 University Property. If the Permitting Agencies require preparation of an open space management plan for the University Property 404 permits, Developer shall be solely responsible for the cost of preparation of all such plans. The County will not maintain any open space areas on the University Property.

5.2.9 Satisfaction of Permit Conditions. If Developer obtains one or more of the Biological Resource Permits prior to adoption of the PCCP, Developer agrees to comply with all applicable mitigation measures contained in the Project EIR in order to satisfy the mitigation of impacts to the biological resources that are the subject of the permit(s). County will work with Developer to identify which mitigation measures are satisfied by the Biological Resource Permits and which must still be satisfied, if any, prior to issuance of any building permits or ground disturbance, whichever occurs first. Upon County adoption of the PCCP, Developer shall comply with PCCP requirements for impacts to biological and aquatic resources within any portion(s) of the Project for which Biological Resource Permits have not previously been issued.

5.2.10 Off-site Wetlands Areas. Except as consistent with the PCCP, the County shall not acquire or maintain off-site wetland or open space areas. Any required off-site open space acquisition, mitigation and maintenance is at Developer's sole cost.

5.3 Water Facilities. The water transmission and storage facilities to be installed by Developer will be owned and operated by the Placer County Water Agency ("PCWA"). The County also supports PCWA as the recycled water provider. Accordingly, the design

of these water facilities shall be subject to approval by PCWA and / or the County as applicable for recycled water and any reimbursements or credits associated with these facilities shall be subject to and dependent upon Developer entering into a separate agreement with PCWA. The costs of these water facilities shall not be included within the PRSP Infrastructure Fee Program or any other County fee programs.

5.4 Sewer.

5.4.1 Sewer Master Study. A sewer master study for providing sewer service to the developed properties within the Plan Area has been completed and approved by County ("**Sewer Master Study**"). The Sewer Master Study includes information on wastewater generation rates, peaking factors, location, placement and sizing of gravity pipelines, force mains, lift stations, and other necessary infrastructure. Updates to the Sewer Master Study may be necessary and shall be done as part of any subsequent conformity review or as required by conditions of approval for small lot tentative subdivision maps for the Plan Area. Such updates shall not require an amendment to this Agreement.

5.4.2 Timing of Sewer Improvements. The timing of construction of sewer improvements shall be coordinated with, and prior to, construction of road improvements.

5.4.3 On-site and Off-site Sewer Improvements. Developer shall be obligated to construct all on-site and off-site backbone sewer improvements as delineated in the Sewer Master Study and according to the Phasing Plan, if applicable, once approved.

5.4.4 Maintenance of Sewer. Developer, at their sole expense, shall be required to form a Zone of Benefit ("**ZOB**") or annex into an existing ZOB within County Service Area (CSA) 28 for maintenance of sewer facilities including, but not limited to providing all studies necessary to determine appropriate connections fees and sewer service charges for such ZOB. Additionally, if a new ZOB is created, Developer shall provide funding for up-front costs associated with the ZOB until the ZOB has sufficient connections to render it self-supporting. The ZOB shall be created prior to approval for recordation of the first small lot subdivision map for any portion of the property within the Community Property or prior to issuance of the first building permit for non-residential use, whichever occurs first.

5.4.5 Reimbursement for Pleasant Grove Creek Crossing. In June 2008, County entered into a cost share agreement with Fiddyment Ranch to include additional sewer capacity for the Pleasant Grove Creek Sewer Crossing. CSA 28, Zone 2A3 Sunset Whitney (Zone 2A3) paid \$917,735.99 for 3.142 million gallons per day of reserved sewer capacity. Developer shall reimburse to Zone 2A3 its proportionate fair share of usage of this reserved sewer capacity, which proportionate share shall be paid prior to recordation of each small lot final subdivision map or prior to issuance of the first building permit for non-residential uses on the Community Property.

5.5 Drainage.

5.5.1 Drainage Master Plan. As part of the approval of the EIR, County approved a master drainage study ("**Drainage Master Plan**"). Updates to the Drainage

Master Plan may be necessary and shall be done by Developer as part of any subsequent conformity review or as required by conditions of approval for small lot vesting tentative subdivision maps for the Plan Area. Such updates shall not require an amendment to this Agreement.

5.5.2 Construction of Permanent Drainage Facilities. Developer shall design and construct, at Developer's sole cost, the permanent drainage facilities, channels, culverts and conduits required to convey the design storm water flows through each drainage shed and any sub-sheds in the Plan Area in the location identified in the Specific Plan and consistent with the Drainage Master Plan.

Interim detention/retention basins within the Community Property may be constructed as provided in the Phasing Plan and sized appropriately for full or partial capacity for development of the Community Property ; however, the permanent drainage facilities within the Community Property, shall be constructed and accepted as complete as required by the Phasing Plan unless Developer provides evidence to the County pursuant to Section 3.5 above that retention requirements have been addressed.

5.5.3 Maintenance of Drainage Facilities. Except as to the University Property, the construction of permanent drainage facilities and related facilities or, if applicable, interim drainage facilities will require on-going funding for long-term maintenance and repair. The maintenance of the permanent drainage facilities on the Community Property are anticipated to be funded by either the Services CFD described in Section 7.6 or the CSA described in Section 7.7. Developer and County acknowledge that the maintenance of these permanent drainage facilities will benefit the entire Plan Area. Therefore, the funding for such maintenance shall be shared by all developable property within the Plan Area, as determined by County in connection with the formation of the Services CFD or CSA and shall not be separately allocated or divided between the drainage sub-sheds. This requirement shall be imposed as a condition of approval on each small lot tentative subdivision map. County may maintain at its sole discretion the temporary drainage facilities provided that such maintenance is eligible and there is sufficient funding in the Services CFD or CSA for maintenance of both the temporary and permanent facilities. The University Property will be required to construct and maintain its own temporary and permanent drainage facilities.

5.5.4 Drainage Areas. County acknowledges that the Open Space preserve areas within which permanent in-stream detention and detention basin drainage facilities described in the approved Storm Drainage Master Plan are located ("Drainage Areas"), and any open space areas that may be preserved as habitat conservation areas, if any, may be subject to deed restrictions and easements for the benefit of the Permitting Agencies (as defined in Section 5.2). Detention storage within the Drainage Areas will coincide with planned roadway culvert crossings of the creek and those crossings will be utilized to detain flows as needed within the Open Space lots for flood control. Detention for the University Property will occur on the University Property. County intends to, but is not obligated to, accept such areas subject to the deed restrictions and easements provided that (i) County had the prior opportunity to review and approve any such conditions, (ii) required conditions of the Fill Permit(s) have been met by Developer as verified by the Permitting Agencies, and

(iii) County has adequate funding available to maintain such areas as determined by County in its sole discretion. If County chooses to accept any Drainage Areas or open space areas prior to recordation of such deed restrictions or easements, upon request of Developer, County intends to convey and sign for recordation against such Drainage Areas any deed restrictions and/or easements that may be required by the Permitting Agencies for the Fill Permit or related approvals subject to the review and approval of County of any deed restrictions and/or easements and evidence that adequate funding is available to County to maintain such areas as determined by County in its sole discretion.

5.5.5 Drainage Boundaries. The boundaries for the Drainage Areas may also need to be modified once the Biological Resource Permit approvals (as defined in Section 5.2.1) are obtained. Developer and County shall cooperate with each other and the other agencies to reach agreement on the final descriptions for the Drainage Areas, provided the final approval thereof shall be at the sole discretion of County. Once the approvals are obtained for the permanent drainage facilities within a drainage shed, subject to County's approval of any changes, Developer and County shall take such actions as may be necessary to adjust the boundaries of the Drainage Areas in the IODs to be consistent with such approvals .

5.5.6 Nichols Drive Industrial Park. The Nichols Drive Industrial Park subdivision project constructed a 10.9-acre-foot off-site retention basin on property within the Project area located northwest of the future Foothills Boulevard and Sunset Boulevard intersection to mitigate for its project's increases to stormwater runoff volume. The existing drainage and access easement encumber future Lots PR-66 and PR-67, both planned as Commercial Mixed Use (CMU) land uses. If an off-site regional retention facility option is established, or if an alternative temporary retention basin location is identified within the Plan Area, the owners of the affected parcels are required to replace the existing 10.9 acre-foot retention basin volume on a 1:1 basis and also mitigate for the project site CMU retention volume in accordance with the drainage analysis for the 100-year, 8-day storm in order to develop these lots. The drainage and access easement over future Lots PR-66 and PR-67 shall not be quitclaimed until an alternative solution for the total required retention volume has been constructed.

5.6 Other Public Facilities. Developer shall reserve for acquisition by the applicable public agency any lands located within the Plan Area that are planned for school sites, water tanks, electrical utility substations and other such facilities to be acquired by a public agency other than County. The terms and conditions for the sale of such reserved sites to the applicable entities, including the payment of any reimbursements or provision of any credits for the value of such sites and any improvements by Developer thereto, shall be subject to separate agreements with the applicable entities and will not be included in the PRSP Infrastructure Fee Program.

5.7 Parks. The General Plan requires the Project provide 69.8 acres of active parks based on the projected population within the Plan Area. This acreage includes 66.2 acres of developed public park acreage and 3.6 acres of private parkland related to the active adult neighborhood (7.23 acres of actual provided parkland calculated at 50% credit). Developer shall offer for dedication in fee to the County 66.2 creditable acres of park land

consisting of Parcels PR-101, PR-102, PR-103, PR-104, PR-105, PR-106, and PR-107), as shown in in the Specific Plan. At the time park improvements are constructed, complete and sufficient funding is available to maintain such parks, acceptance of the park site(s) shall be performed in accordance with section 4.4.

5.7.1 Timing of Park Construction. The order of construction of each park shall be based upon the Phasing Plan of the residential development adjacent to each of the park sites. Construction of each respective park and its improvements shall commence concurrent with the initiation of improvements for that residential phase that includes the park within its boundaries, and such park improvements shall be completed no later than 18 months following the start of construction of that particular residential phase.

5.7.1.1 Provision of Sports Facilities. Developer shall construct a Park Site that includes a playable soccer field and a playable baseball field concurrent with the initiation of improvements for that phase which includes the 400th residential building permit within the Community Property. The intent of this subsection is to ensure that at least one park with meaningful sports play facilities is available to residents of the Community in a timely manner irrespective of phasing. Provided the conditions of this subsection 5.7.1.1 are met, no acceleration or modification of the park improvement requirements of Section 5.7.1 is required.

5.7.2 Park Costs. Developer shall be responsible for all costs to construct the park improvements for its applicable park sites consistent with the approved plans therefor and shall not be limited by the cost estimates used in the Financing Plan for development of the Specific Plan. Developer further acknowledges that County shall have no obligation to pay any reimbursement in the event of any shortfall between the total amount for parks and recreation facilities fee obligation of the Community Property and the actual costs incurred by Developer thereof. Constructed park facilities shall be consistent with number and size of facilities depicted in the Specific Plan.

5.7.3 Park Improvements Constructed by Developer. Park improvements constructed by Developer for each park shall include all utilities and all landscaping and irrigation necessary to serve the park including roadway curb and gutter. When installing road improvements adjacent to a park site, Developer shall construct the necessary frontage improvements thereof and stub utilities for the park site, subject to direction from the County on location of such utility stubs. The cost of the sidewalk shall be included as part of the construction of the park.

5.8 Private Recreation Facilities. The Specific Plan includes private recreation facilities including 7.23 acres of park and recreation center (Parcel PR-108 and PR-109), as shown in **the Specific Plan**. Developer acknowledges that to receive the full 50% credit for private park acreage, Developer shall adhere to the credit conditions of Placer County Code Section 16.08.100. Private Recreation Facilities shall be constructed by the Developer and owned and maintained by private homeowner's association(s). County shall have no responsibility for the construction, ownership or maintenance thereof.

5.9 Trail Improvements. Developer shall design and construct any pedestrian, bike and / or shared use paths, including signage, to be included within any portion of the Property and/or adjacent to open space (collectively, the “**Shared Use Path Improvements**”), subject to and in accordance with the following provisions.

5.9.1 Segments. Segments within parks and paseos shall be constructed in conjunction with the respective park/paseo construction.

5.9.2 Shared Use Paths Adjacent to Roadways. Shared use paths adjacent to roadways shall be constructed in accordance with Section 4.1.1 above.

5.9.3 Shared Use Paths within Open Space. Shared use paths within open space shall be constructed concurrent with the improvement plans associated with the first phase adjacent to that contiguous section of open space. Unless approved by the County, shared use paths within open space parcels shall be constructed in sections of length that provide connectivity between public access points.

5.9.4 Design. The Shared Use Path Improvements shall be designed in accordance with the County’s design standards. Developer shall be responsible for all costs associated with the design and construction of the Shared Use Path Improvements, with no right of reimbursement, including the costs of preparing the required plans and drawings and, if necessary, obtaining any and all other required permits and any required supplemental environmental analysis.

5.10 Entire Parkland, Open Space and Trail Obligation. The County agrees that the commitments contained in Section 5.9 hereof fully satisfy the General Plan, the Quimby Act, and all other park obligations imposed by law for the dedication of park land and open space and for the improvement of such park lands and trails.

Upon satisfactory completion of the park and / or trail improvements by Developer, County shall accept the dedication of the improved park site and/or trail and assume the ownership and maintenance thereof, provided the full cost of such maintenance shall be funded by either the Service CFD or County Service Area (CSA) described in Section 7.7 or 7.8. In the event sufficient revenue generation is not in place at the time of satisfactory Park or Trail improvement completion or the CFD or CSA is not yet formed, Developer agrees to provide sufficient gap funding, in a form acceptable to the County, to augment the available maintenance funding to be provided through the services CFD or CSA. The amount of gap funding shall be calculated as the difference between the Cost of Living Adjustment (COLA) – adjusted park and trail maintenance costs identified in the Finance Plan and the amount of funding to be generated through the services CFD or CSA for all park, trail and open space improvements, including but not limited to play apparatus, hardscape and plant and landscape material, paving, irrigation, turf, drainage facilities and utilities shall have a one-year warranty period following completion of each park, trail, and open space improvements during which Developer is responsible for corrective work, repairs, and if necessary, replacement of such improvements or plant material that has died. This warranty will remain in effect after the assumption of maintenance responsibility by the County. Except in a case

of demonstrated negligence, the methods and means of maintenance by the County and / or its contractors shall not be considered as cause to void the warranty. The language of this provision shall be included in the warranty.

5.11 Fire Protection. Parties agree that Placer County Fire is the primary party responsible for providing fire service in unincorporated Placer County. Notwithstanding the foregoing, the County or the Developer, subject to approval by the County, which approval shall not be unreasonably withheld, may enter into a fire service contract with another jurisdiction or entity to provide fire protection services to the Plan Area. Such alternative service contract must be reviewed and approved by the County and entered into prior to the recordation of the first final small lot subdivision map for the Project.

The County and the City acknowledge that as a result of the Placer Ranch and Sunset Area Project planning area, the number of emergency response calls may increase. The parties further acknowledge that annual property tax will increase as a result of both project areas. In the event that the City becomes concerned about costs of increased emergency response calls resulting from development of the Placer Ranch area prior to construction of the planned fire station, the County will negotiate in good faith with the City over its concerns related to the project area. Any negotiations or discussions are not intended to circumvent the existing mutual aid agreements currently in place.

5.11.1 Fire Station Site. The Specific Plan identifies PR-71 as a potential location for a fire station site. Prior to or concurrent with the recordation of the Large Lot Final Map that creates PR-71, Developer shall irrevocably offer to dedicate in fee to County a minimum 2.5-acre parcel as approved by the County for purposes of constructing a fire station to serve the Project. Unless otherwise agreed to by the County, the phase that contains the 1410th unit shall address the construction of Backbone Infrastructure and Frontage Improvements to serve the Fire Station Site. The County may consider an alternative Fire Station Site on the University Property subject the provisions of Section 6.6 below.

5.11.2 Placer County Fire Facility Fee. County shall update the Placer County Fire Facility Fee Program ("**Fire Fee Program**") to include the Plan Area. Said update shall include the full cost of construction of a permanent fire station on the Fire Station Site (as defined in section 5.11.1 above) and a financing component. Developer shall support and agree to County's inclusion of the Plan Area within the Fire Fee Program and to pay a fire fee in accordance therewith ("**Fire Fee**"). Developer further agrees to reimburse County for its fair share cost of including the Plan Area in the Fire Fee Program. Until County adopts the updated Fire Fee Program, Developer shall pay the existing fire fee in effect at the time of issuance of each building permit subject to this Section.

5.11.3 Community Facilities District–Fire and Emergency Services. Developer shall create a Community Facilities District or annex into an existing Community Facilities District to provide sufficient revenue to support required fire and emergency services in the Plan Area. Formation or annexation shall occur prior to either the recordation of the first final small lot subdivision map or prior to issuance of a building permit for high

density residential or non-residential uses. The Community Facilities District shall provide revenues acceptable to the County to ensure that a funding mechanism is in place for fire protection services, infrastructure and equipment to provide adequate fire safety services to the Plan Area during all stages of development.

5.12 Affordable Housing Obligation. The number of affordable housing units required to be constructed shall be based on the total number of units within the Community property. Consistent with the goals and policies contained in the General Plan and Specific Plan, and subject to the terms of this Agreement, Developer shall develop or cause to be developed ten percent (10%) of the total residential units in the Community Property as affordable housing. The 10% affordable units shall consist of: four percent (4%) affordable to very low-income households, four percent (4%) as affordable to low income households, and two percent (2%) as affordable to moderate income households.

The terms "very low income" means households earning fifty percent (50%) or less of the County median income; "low income" means households earning fifty-one percent (51%) to eighty percent (80%) of the County median income; and "moderate income" means households earning eighty-one percent (81%) to one hundred twenty percent (120%) of the County median income. Median income is as published annually by the U.S. Department of Housing & Urban Development. Income eligibility and allowable asset verification and calculation guidelines shall be determined in accordance with County policy and applicable State and federal affordable housing laws and requirements.

5.12.1 Affordable Housing Agreement Required. Prior to the approval of each small lot final subdivision map within a parcel designated in this Agreement to provide affordable purchase units, the Parties shall enter into an affordable housing agreement for the residential affordable purchase units. Similarly, prior to the issuance of a building permit for a multifamily development designated in this Agreement to provide affordable rental opportunities, the parties shall enter into County's then current affordable housing agreement for the residential rental units. Any such agreement shall require that the affordable housing be maintained as affordable units for a minimum period of thirty (30) years (from the initial occupancy of the affordable unit), unless a longer period is required by the type of financing utilized to construct the unit(s), and shall limit sales, resales and rentals of such units to qualified affordable households, subject to permissible hardship exceptions. The requirements shall also be placed in deed restrictions for the properties containing the affordable housing units. Upon the expiration of the term of the affordable housing agreement, no further resale or rental restrictions shall apply with respect thereto; similarly, the deed restriction related to the provision of low-income affordable housing units shall terminate upon expiration of the term of the applicable affordable housing agreement.

The affordable housing agreements shall include specific requirements for marketing of affordable purchase units, inclusion or modification of amenities, exterior materials and finishes, alternate methods of satisfying the affordable housing obligation and best efforts requirements. Such best efforts shall include, without limitation, special advertising prior to the release of the affordable units indicating the availability thereof to low- or moderate-income households, and maintenance of a waiting list and use of a County maintained list of low- or moderate-income households seeking housing opportunities and notification of

such persons prior to any release of affordable units.

5.12.2 Locations of Affordable Housing Sites. Developer shall record a deed restriction with the final map that creates Parcels PR – 41, PR – 42, PR - 44 and PR - 48 within the Community Property. The form of the deed restriction is subject to the review and approval of County.

5.12.3 Timing of Affordable Units. Subject to Community Landowner's obligations pursuant to Section 5.12, County hereby acknowledges that Community Landowner, in its sole and absolute discretion, shall be permitted to determine the composition of the affordable housing units within the Community Property, subject to the timing identified below. Developer shall construct or cause to be constructed 100% of the moderate-income affordable housing units no later than issuance of the building permit for the 1690th market rate unit. Developer shall construct or cause to be constructed 25% of the required low and very -low income affordable housing units no later than issuance of the building permit for the 2,818th market rate unit. Developer shall construct or cause to be constructed 50% of the low and very-low income affordable housing units no later than issuance of the building permit for the 3,945th market rate unit. 100% of the affordable units shall be constructed no later than issuance of the building permit for the 4,059th market rate unit.

5.12.4 Transfer of Affordable Housing Units. Unless otherwise approved by County, Community Landowner may transfer affordable housing unit locations within the Community property only. Any transfer request must identify the number of units, the location of the units and acknowledgment of the recipient of the units, if said recipient is different than the transferor. County may, at its discretion, require an amendment to the applicable affordable housing plan.

5.12.5 Credits for Excess Affordable Housing. Nothing in this Section 5.12 shall be construed to limit Developer from offering affordable units for sale or rental in excess of the number of units specified. Furthermore, if Developer elects to develop any excess affordable units, Developer may generate affordable housing credits that may be transferred to other developers within the Plan Area or within the County. An excess affordable unit shall provide an affordable housing credit when (i) such unit is made subject to an affordable housing agreement with County, (ii) the unit becomes ready for occupancy, and (iii) all affordable units required under this Agreement, based on the aggregate number of residential units then developed within the Community Property, have been completed and are ready for occupancy. The sale and transfer of any affordable housing credits shall be made pursuant to private transactions between Developer and other developers, and County shall have no obligation to facilitate such transfers, except to acknowledge that such affordable housing credits are available to Landowner. A transfer of an affordable housing credit shall be effective upon County's receipt of written notice from Developer (i) stating the name of the landowner and/or developer to whom the credit has been transferred and (ii) identifying the property against which the credit is to be applied; such notice of transfer shall also be recorded against said property to put subsequent parties on notice of the transfer of this credit from said property.

5.12.6 Community Density Transfer. With the exception of the affordable housing requirements, the number of residential dwelling units planned for the Community Property may be transferred pursuant to the requirements set forth in the Specific Plan. Minor density adjustments, as defined in the Specific Plan, shall not require an amendment to this Agreement; provided, however, upon approval of any such minor density transfer, the change in units for the transferring and receiving parcels shall be logged by County. The right to transfer any unused units from the Community Property upon build out shall be limited and shall only occur in compliance with the provisions for density transfer as set forth in the Specific Plan.

5.12.7 Density Bonus Units. Community Landowner may apply for density bonus units pursuant to California Government Code Section 65915 et seq. However, unless said units are deed restricted, they will not count towards Community Landowner's total affordable housing obligation. Density bonus units shall be subject to all fee, assessment, and phasing obligations set forth in this Agreement. Density bonus units may not be transferred to the University property. Density bonus units may be subject to a separate subsequent conformity review to evaluate impacts.

5.13 Transit Master Plan Funding. Developer shall pay, as its fair share, for the development of the Sunset Area Transit Plan in a not – to exceed amount of Forty Thousand Dollars (\$40,000), payable in increments at the time of the recordation of the first, second and third Large Lot Final Maps on the Property of \$10,000, \$10,000, and \$20,000 respectively.

5.14 School Sites and Fee Agreements. Prior to recordation of the first small lot final subdivision map, Developer shall enter into a separate written agreement with the elementary and high school districts that serve the project site to mitigate the impacts of development on said Districts as set forth in this Agreement, and provide a copy of the current agreement to the County Engineering and Surveying Division. Such agreements shall be subject to the mutual agreement of the Developer and the Districts to the satisfaction of the County.

5.15 Construction Waste. Developer shall require construction contractors and subcontractors to reduce construction waste by recycling a minimum of fifty percent (50%) of construction materials or require that all construction debris be delivered to the Placer County Western Regional Materials Recovery Facility where recyclable material will be removed. Developer shall require that contractors and subcontractors submit records annually of waste diversion and disposal to County's Public Works Department, Solid Waste Division, in order to verify compliance with this requirement.

5.16 Western Placer Waste Management Authority. Developer agrees to the following terms and conditions as they relate to development occurring within proximity of the landfill operated by the Western Placer Waste Management Authority (WPWMA).

5.16.1 Landfill/Composting Fee. Developer agrees to pay to County a fee per residential unit of \$340.00 and a fee per non-residential uses of \$0.25 per square foot. The Landfill/Composting Fee shall be due and payable at the time of building permit issuance and may be adjusted annually with an index as described in section 3.1.4.

Revenues from the Landfill/Composting Fee shall be used to support enhanced capital and operational investments at the WPWMA site to decrease odor.

5.16.2 Landfill Deed Restriction. Developer shall execute and record an acknowledgment/notice of proximity of landfill and potential odors.

5.16.3 Landfill Notice. Developer and assignees will inform the WPWMA Executive Director in writing at least seven (7) days advance of submittal of any landowner or assignee comments on WPWMA's proposed Waste Action Plan and WPWMA's environmental review. Nonetheless, the Developer and its assignees reserve their rights to take such lawful action as may be available to each regarding WPWMA's proposed Waste Action Plan and WPWMA's environmental review.

5.17 EIR Mitigation Measures. Notwithstanding any other provision in this Agreement to the contrary, as and when Developer elects to develop the Property, Developer shall be bound by, and shall be responsible to perform or provide evidence of performance of all mitigation measures contained in the EIR and adopted by County in the MMRP.

SECTION 6 UNIVERSITY

6.0 University. This Section addresses obligations and rights that are specific to the development of the University Property.

6.1 Gift Agreement. By way of separate agreement between Developer and the California State University ("CSU"), an arm of the State of California, Developer intends to renew its previous standing commitment to donate the University Property to the CSU ("**Gift Agreement**") for the express purpose of the CSU constructing a public university on the University Property. Developer shall provide the County a copy of the fully executed Gift Agreement within fifteen (15) days of its execution.

6.2 Use Restriction of University Property. Developer, on behalf of itself and its successors in interest, covenants and agrees that the University Property shall be used for the primary mission and functions of the CSU as specified in Section 66010.4(b) of the California Education Code. The use restriction contained in this Section shall survive the expiration or earlier termination of this Agreement.

6.3 Use of University Property. The University Property shall be used for the primary purpose of development of a public university, including construction of a public university and other uses incidental to and supportive of development and operation of a public university.

6.4 County Obligation to Extend Backbone Infrastructure. County shall complete at County's expense public improvements as described in Section 6.4.1 below. The completion date for these improvements is not yet established. Developer shall complete at Developer's expense all other infrastructure, utilities, facilities and services

necessary for the development of the Project, unless otherwise specified in this Agreement. Developer and County agree that the completion of the improvements described in Section 6.4.1 below are not a condition precedent for Developer to begin development on the Property.

6.4.1 County Backbone Infrastructure Commitment. The County, recognizing the significant regional benefit of development of the Sunset Area and the University Property and recognizing the significant burden of constructing infrastructure initially, shall support construction in an amount up to \$17.8 million in onsite or offsite backbone public improvements, including but not limited to a sewer trunk line and Phase 1 Foothills Boulevard Offsite Connection and/or other improvements the County determines in its sole discretion. Developer acknowledges that these improvements may need to be constructed in phases or discrete components unless otherwise agreement in this Agreement. The Developer and County shall coordinate the development and prioritization of such improvements. It is the intent of the County to begin construction of the sewer trunk line prior to or concurrent with the first phase of Project Backbone Infrastructure Improvements.

6.4.1.1 Developer Construct Option. County and Developer may agree that Developer shall construct such improvements or discrete portions thereof and be fully reimbursed by the County. If both Parties agree to utilize the Developer Construction Option, Developer reimbursement which shall occur no more than ninety (90) days after acceptance of the subject improvement by the County.

6.4.1.2 Net Costs Definition. For purposes of this Agreement, the County's Backbone Infrastructure Commitment is equal to the net of the total cost of construction of County Backbone Infrastructure less any amount charged or assessed to the Community Property for reimbursement of the County Backbone Infrastructure costs per Section 6.4.2.

6.4.2 County Reimbursement for Backbone Infrastructure Improvements. The County, to the greatest extent as allowed by law, shall seek reimbursements for its upfront costs to provide the Backbone Infrastructure improvements as described in Section 6.4.1 above. Such reimbursement may come from increased connection fees or other fees paid by each benefiting property. Developer agrees to support and to not oppose County's effort to seek reimbursement and further agrees to pay its appropriate fair share of costs for such public improvements.

6.4.3 County's Completion of Backbone Infrastructure Improvements. The County's obligation to complete the Backbone Infrastructure improvements (or discrete and severable portions thereof) supported by the County pursuant to Section 6.4.1 shall be satisfied when such applicable entities with approval rights over the public improvements accepts such improvements (or discrete and severable portions or phases of such public improvements).

6.5 Traffic Fees.

6.5.1 Economic Incentive Fee. Developer shall pay regional traffic fees on behalf of the University Property and may seek reimbursement from the funds collected by Economic Incentive Fee as described in Section 3.10 above, to offset regional traffic fees incurred by the development on the University Property consistent with Section 6.2 and 6.3 above.

6.5.1.1 Repayment of Regional Fees. If the Economic Incentive Fee is not sufficient to fully offset the obligation of the University Property to pay regional traffic fees, then full repayment of the regional fees will be collected from: (1) a combination of a second tranche of bonds sale and / or continuation of the maximum tax collection defined as the maximum special tax that can be collected as determined in the rate, method of apportionment of special taxes adopted with the formation of the CFD until the fees are paid in full; or (2) from another financing mechanism as approved by the Parties if legislation changes that would materially affect the ability of the Developer to secure a second tranche of CFD bonds to repay the County for the outstanding balance of deferred fees.

6.5.2 Deferment of Placer County Code Article 15.28- County Road Network Capital Improvement Program Traffic Fee - Sunset Benefit Area Fees. The County shall defer County road network capital improvement program traffic fees for the Sunset Benefit District due and payable by the development on the University Property consistent with Section 6.2 and 6.3 above. The initial deferral date shall be defined as the date of issuance of the first tranche of bonds for each subdivision.

6.5.2.1 Repayment of Deferred Fees. Developer shall repay in full the deferred fee amount as defined in Section 6.5.2 above, within thirty-one (31) years from the date of initial deferral. Full repayment will be collected from: (1) a combination of a second tranche of bonds sale and / or continuation of the maximum tax collection defined as the maximum special tax that can be collected as determined in the rate, method of apportionment of special taxes adopted with the formation of the CFD until the fees are paid in full; or (2) from another financing mechanism as approved by the Parties if legislation changes that would materially affect the ability of the Developer to secure a second tranche of CFD bonds to repay the County for the outstanding balance of deferred fees.

6.6 Alternative Fire Station Site. Developer may identify an alternative Fire Station Site to be located on the University Property, subject to approval by the County. The alternative site must meet the requirements of the proposed site, as identified in Section 5.11.1. The Alternative Fire Station Site must be identified, approved by the County and irrevocably offered for dedication in fee to the County prior to the issuance of the 1,409th DUE building permit on the Community Property.

6.7 Failure of Developer to Restrict University Property. Failure of Developer to restrict the use of the University Property, as described in Section 6.2 above, or failure of the CSU to acquire the University Property, shall fully release the County from obligations

set forth in Sections 6.4 and 6.5 above.

6.8 Developer Commitments to the CSU. Developer shall memorialize in the Gift Agreement its previous standing commitment to the CSU to pay, on behalf of the University, the PCCP fees and costs associated with the development of the University Property, and to provide, at Developer's sole cost and expense, utility stubs to the first building site identified by the University on the University Property.

6.9 Developer, County Commitments in Event of Annexation. Subject to the provisions of Section 1.5.3 of this Agreement, neither Developer nor County shall agree to the annexation of all or any portion of the Property into the jurisdictional boundaries of an existing city, unless the terms and conditions of such annexation and any resulting land use entitlements, including the land dedication, use restrictions and payment of infrastructure costs obligations of Developer and / or County on behalf and to the benefit of the CSU and the University Property pursuant to this Agreement, are maintained by Developer and, in the place of County, the annexing city.

SECTION 7 COUNTY OBLIGATIONS

7.1 County Cooperation. The County agrees to cooperate with Developer in securing all permits that may be required by County for the development of the Project. In the event a state or federal law or regulation is enacted after this Agreement has been executed, or in the event an action of any other governmental jurisdiction occurs that prevents or delays for thirty (30) days or more, or precludes compliance with one or more provisions of this Agreement, and/or requires material modifications in the Specific Plan, Design Guidelines or Development Standards, and/or requires substantial changes in plans, maps or permits approved by County, the Parties agree that the provisions of this Agreement shall be modified, extended or suspended to the extent necessary to comply with such state and federal laws or regulations or the regulations of other governmental jurisdictions. Each party agrees to extend to the other its prompt and reasonable cooperation in so modifying this Agreement or approved plans.

7.2 Credits and Reimbursements. Developer may, pursuant to this Agreement, finance the construction of certain improvements which would otherwise be paid by the County or other parties and which serve other properties, or which would be financed by existing County fees. County and Developer agree that, except as otherwise provided in this Agreement, Developer may be entitled to credits and/or reimbursement for the construction of improvements costing in excess of its fair share for such improvements consistent with the terms of each separate fee program.

7.2.1 Reimbursement by Third Parties. In the case of public improvements which abut property owned by third persons or for other public improvements that are oversized or extended to benefit property owned by third persons within the Specific Plan, Developer shall be entitled to receive a reimbursement from the benefited property's owner

(and not the County) for the pro rata cost of the improvements which exceed Developer's obligation, subject to the applicable fee program guidelines and ordinances.

County shall use its best efforts, but only to the extent County has the authority to do so, impose the obligation to pay said reimbursement, as a condition of development of such benefited property, at the time such property owner requests a discretionary approval or other such entitlement from County for development of the benefited property whereby such condition can be imposed. Such reimbursement shall be due and payable on the earlier of issuance of a building permit on the benefited property, recordation of a final parcel or subdivision map for the benefited property or receipt of funds from an infrastructure financing district that is formed by or includes such benefited property. County's obligation to impose such condition and collect such reimbursement shall terminate upon any termination of this Agreement. County shall have no obligation to make any payments to Developer unless and until it receives any such reimbursement amount from a third-party source.

Notwithstanding language to the contrary in this Section 7.2, County may by separate agreement with Developer, choose to advance reimbursement to Developer certain reimbursement obligations of third party property owners and instead require such third party property owners to reimburse County any and all amounts advanced to Developer at the time that such third party property owner develops its property.

7.2.2 Reimbursable Hard Costs. The hard costs of construction to be reimbursed to Developer by the County or a third party or to be paid by Developer to any third party in accordance with the terms of this Agreement shall consist of the identifiable and commercially reasonable costs of the design, engineering and construction as actually incurred by Developer or such third party for the reimbursable work.

7.2.3 Interest on Reimbursements. In each case in which this Agreement provides that Developer is entitled to receive reimbursement for improvements from third parties, or the County, or is required to pay reimbursement to third parties, Developer shall be entitled to receive, or be obligated to pay, interest on the amount to be reimbursed as determined by the Board of Supervisors on a case-by-case basis.

7.2.4 Term for Credits and Reimbursements. County's obligation to provide any credits or to pay any reimbursements to Developer that accrues hereunder shall remain and continue during the term of this Agreement.

7.2.5 Not a Limitation. Nothing in this Section 7.2 is intended to or shall be construed to limit Developer from receiving, in consideration of the improvements to be constructed by Developer hereunder, any other credits or reimbursements from County otherwise provided under the existing County policy, rule, regulation or ordinance.

7.2.6 Attribution of Development Fee Credits. County and Developer agree and understand that any fee credits obtained by Developer for Development Fee programs as a result of expenditures of Developer on public infrastructure improvements are personal to Developer and may be transferred or assigned by Developer to another subsequent

landowner or other third party within the Project, but only in the manner provided for in each County reimbursement program that provided for the credit. The transfer of credits shall be in compliance with the requirements and provisions of this Agreement or of the credit agreements, if any, entered into between the County and Developer that granted the fee credits in the first instance.

7.3 Applications for Permits and Entitlements.

7.3.1 Action by County. County agrees that it will accept, in good faith, for processing review and action, all applications for development permits or other entitlements for use of the Property in accordance with the Entitlements and this Agreement and shall act upon such applications in a timely manner. Accordingly, to the extent that the applications and submittals are in conformity with the Entitlements, applicable law and this Agreement and adequate funding by Developer exists therefor, County agrees to diligently and promptly accept, review and take action on all subsequent applications and submittals made to County by Developer in furtherance of the Project.

Similarly, County shall promptly review and approve improvement plans, conduct construction inspections and accept completed public facilities. In the event County does not have adequate personnel resources or otherwise cannot meet its obligations under this Section 7.3.1 and Sections 7.3.2 and 7.3.3 of this Agreement, County will utilize, consistent with County policy, outside consultants for inspection and plan review (building permit plan review, improvement plan review, etc.) purposes at the sole expense of Developer. County will consult with Developer concerning the selection of the most knowledgeable, efficient and available consultants for purposes of providing inspection and plan review duties for the County and the Project.

7.3.2 Building Permits for Model Homes. County shall approve a building permit for each model home in a timely manner and in accordance with the California Building Code and the County's applicable ordinances.

7.3.3 Grading Permit Pursuant to 404 Permit. County shall, if necessary and in a timely fashion, review, process and approve a grading permit or grading permits meeting County requirements issued for the purposes for the filling of existing and construction and/or enhancement of new wetlands on the Project site pursuant to a 404 permit issued by the Army Corps of Engineers.

7.4 Map Extensions. County agrees that the life of any tentative map or other permit(s) approved by County within the Project shall continue at a minimum for the term of this Agreement.

7.5 Community Facilities District – Project Infrastructure.

7.5.1 Formation. If Developer so requests, County may in good faith consider the formation of one or more CFDs for the purpose of financing the construction and/or acquisition of a portion or portions of the public infrastructure and facilities within the Plan

Area (an "**Infrastructure CFD**"). The infrastructure and facilities that may be constructed and/or acquired with Infrastructure CFD funds include, without limitation, Backbone Infrastructure and other such public facilities located within the Plan Area and/or required to serve development of the Plan Area ("**CFD Improvements**"). Sewer connection fees shall not be eligible for financing either under an Infrastructure CFD or through the California Municipal Finance Authority Bond Opportunities for Local Development ("**BOLD**") program. Formation of an Infrastructure CFD shall be pursuant to and consistent with the requirements of this Agreement, applicable County policies, including County's Bond Screening Committee Rules and Procedures and the Mello-Roos Community Facilities Act of 1982 (California Government Code Section 53311 et seq.). Developer may opt to apply for Infrastructure CFD financing through the BOLD program. The BOLD program is also subject to certain provisions of County's Bond Screening Committee Rules and Procedures.

Nothing in this Section shall be construed to require Developer to form an Infrastructure CFD nor, if formed, to preclude the payment by an owner of any of the parcels within the Property to be included within the Infrastructure CFD of a cash amount equivalent to its proportionate share of costs for the CFD Improvements, or any portion thereof, prior to the issuance of bonds. Nothing in this Section shall be construed to require County to form an Infrastructure CFD if County determines, in its sole discretion, formation would not be consistent with applicable County policies or with prudent public fiscal practice, provided any County policy adopted after the Effective Date prohibiting consideration or formation of any new infrastructure CFDs shall not be applied to prevent County's good faith consideration of formation of an Infrastructure CFD requested by Developer. In determining whether to form an Infrastructure CFD, County shall first consider the need for and fiscal impact of the creation of the Services CFD(s) and/or CSA ZOBs as provided herein, and then the need for and fiscal impact of this financing tool to provide funding for the CFD Improvements.

7.5.1.1 County Application. If Developer opts and County supports the application for formation of an Infrastructure CFD through County, Developer shall submit to County a comprehensive finance plan and application with their initial request to form an Infrastructure CFD and all other information required pursuant to the Bond Screening Committee Rules and Procedures.

7.5.1.2 Shortfall and Acquisition Agreement. Concurrent with any formation of an Infrastructure CFD, Developer and County shall enter into a shortfall and acquisition agreement, in a form and substance acceptable to County, whereby Developer shall covenant to finance the costs of the CFD Improvements then required to be installed pursuant to the terms of this Agreement and the Entitlements, to the extent that the bonds issued by the CFD do not provide sufficient funding for the completion of such improvements. To the extent permitted by and consistent with statute, including without limitation, California Government Code Section 53313.51, such shortfall and acquisition agreement may, if agreed to by County in its sole discretion, include provisions to permit payments for discrete portions of improvements during construction of any CFD Improvements that have been accepted by County and are capable of serviceable use and to permit payments for discrete phases of the partially completed improvements, as the costs thereof are incurred by Developer and confirmed by County.

7.5.1.3 No Limitations. Nothing herein shall be construed to limit Landowner's option to install the CFD Improvements through the use of traditional assessment districts or private financing.

7.5.1.4 BOLD Program. If Developer opts to apply through the BOLD program, the application requirements are dictated by BOLD and subject to certain Bond Screening Committee Rules and Procedures.

7.5.1.5 Deferral of Fees for Extended Term CFD. In connection with the formation of any Infrastructure CFD and pursuant to the Placer County Bond Screening Committee Rules and Procedures, Developer may request that the term for the authorized levy of special taxes be extended beyond the term otherwise required to support the initial bond sale to finance the CFD Improvements. The special taxes to be levied and collected by the Infrastructure CFD during any such extended term, after payment in full of the initial bond sale thereby, are intended by Developer to be available to provide additional special tax revenues and/or support the sale of supplemental bonds ("**Extended Term Revenues**") that could be used to fund the costs of other authorized facilities, including without limitation, facilities that would otherwise be funded by Developer's payment of Development Mitigation Fees or New Development Mitigation Fees. Extended Term Revenues are intended to enable Developer to defer payment of certain Development Mitigation Fees or New Development Mitigation Fees, excluding sewer related fees, district and regional connection fees and sewer service charges (the "**Deferred Fees**") from payment at building permit to payment from the Extended Term Revenues, subject to County's review and approval of any such deferral and the amount thereof in County's sole discretion. County reserves, in its sole discretion, the right to determine at the time of formation of the Infrastructure CFD which Development Mitigation Fees or New Development Mitigation Fees, if any, and which portions (amounts) thereof, if any, may be included in the list of Deferred Fees for deferral to the Extended CFD Revenues.

7.5.2 Effect of CFD Financing on Credits and Reimbursements. Wherever the terms of this Agreement provide for (a) credits or (b) reimbursements to Developer for construction of certain improvements, and such improvements are financed by the Infrastructure CFD, at the request of Developer, either (i) Developer shall receive credits against the applicable Development Mitigation Fee and/or New Development Mitigation Fee, based on the amount of financing provided for the improvements by the Infrastructure CFD that would otherwise have been funded by such fee up to, but not in excess of, the amount that will be funded by such fees by the properties within the Infrastructure CFD; or (ii) the amount of the fee otherwise applicable to such improvements for the property within the Infrastructure CFD shall be adjusted as necessary to reflect the funding of such improvements by the Infrastructure CFD. Alternatively, Developer may request that Infrastructure CFD funds be used to acquire facilities not included for financing by any fee program. To preserve Developer's right to receive reimbursement for the share of any costs of improvements that benefit properties outside of the Infrastructure CFD, Developer may request that acquisition by CFD funds of any facilities included for financing by a fee program not exceed the amount of such fees that would otherwise be payable by Developer's property within the Infrastructure CFD. Specific terms for credits and reimbursements

should be included in the CFD formation documents and, as appropriate, new development mitigation fee formation documents.

7.5.3 Effect of CFD Financing on Required Security. If and to the extent proceeds from CFD special taxes and/or bond sales are available to fund the acquisition and/or construction of the Backbone Infrastructure or public facilities, then, upon request of Developer, County shall consider reserving and sequestering the available CFD funds for the acquisition and construction of the foregoing improvements in the amount and for the improvements as designated by Developer in such request, and said funds may, at the discretion of County, then be used as an offset against Developer's obligation to post security acceptable to County to assure completion of such designated improvements.

7.6 Community Facilities District –County Services.

7.6.1 Formation. Prior to recordation of the first small lot final subdivision map, or prior to issuance of the first building permit for high density residential or non-residential uses on the Community Property, whichever occurs first, a CFD shall be formed that includes the Community Property for the purposes of funding the services identified in Section 7.6.5 ("**Services CFD**"). Formation of a Services CFD shall be pursuant to and consistent with the requirements in this Agreement, applicable County policies, including the Placer County Bond Screening Committee Rules and Procedures and the Mello-Roos Community Facilities Act of 19982 (Government Code Section 53311 et. Seq.)

7.6.2 Consent and Cooperation. Developer consents to and shall cooperate in such formation and the imposition of any special tax necessary to fund the services identified in Section 7.6.5. Upon formation, Developer hereby consents to the levy of such special taxes as are necessary to fund the services obligations and hereby acknowledges that any such special tax is necessary to provide services in addition to those provided by County to the Community Property before the Specific Plan was approved. County shall update the Financing Plan prior to the formation of the Services CFD to determine the rates and method of apportionment of special taxes.

7.6.3 CFD Formation Deferral. If Developer decides to record a large lot final subdivision map with no development rights and wishes to defer the formation of the Services CFD to recordation of the first small lot final subdivision map, Developer may submit a request to defer the formation of the Services CFD and the imposition of any necessary special taxes to the County Executive Officer. Such request shall include substantially complete (as determined by the County Executive Officer) drafts of proposed rates and method of apportionment of special taxes to fund the required services in accordance with the Financing Plan and fiscal impact analysis, and all necessary written waivers and consents for the formation of the Services CFD and for the imposition of any special tax, executed by Developer in a form approved by County. In the event County agrees to defer formation of the Services CFD, Developer shall require as a condition of sale of the Developer that the subsequent landowner execute written waivers and consents for the formation of the Services CFD and imposition of any special tax in a form approved by County and shall provide the same to County upon close of escrow. Failure to comply with this Section shall constitute a breach of this Agreement.

7.6.4 Additional Service CFDs/Tax Zones. County may require the formation of more than one Services CFD, and a Services CFD may be divided as necessary into ZOBs, among which the amount of the special tax may vary.

7.6.5 Services. The Services CFD shall provide the funding required for new and/or enhanced services to be provided by County to the Community Property and within the Plan Area which would not have been necessary but for the approval of the Entitlements. The funds shall be utilized for some or all of the following purposes or as allowed by law:

- a. Sheriff and criminal justice services;
- b. Fire protection and suppression services, including ambulance and paramedic services;
- c. Transit Services;
- d. Any or all services listed under section 7.8 below in the event that a separate Park Services CFD is not formed or the Park Services CFD does not include all required services listed under Section 7.8;
- e. Maintenance of storm drainage systems (generally related with roadway drainage within the highway easements); and
- f. Any other service to be provided by County to the Community Property and that is allowed by law to be funded through a CFD.

7.6.6 Special Tax Levy. The Placer County General Plan requires that new development must pay the cost of providing public services that are needed to serve new development, and that but for the Project's obligation to fund the necessary levels of service to the Project, County would not have approved the Entitlements. County has limited resources to fund such services from existing and future ad valorem property tax revenues and that additional funding will be required to maintain levels of service acceptable to County. It is County's objective that new services required by approval of the Specific Plan will not adversely impact County's general fund obligations or fiscal revenues from existing and future ad valorem property taxes. Although the exact amount of such additional funding is not certain at this time, the Financing Plan estimates special tax/assessment rates for development within the Community Property. In association with the formation of the Services CFD, Developer, agrees to a special tax levy that is sufficient to provide funding for the levels of service as ultimately required by County based upon the Financing Plan and that the amount noted in the Financing Plan is an estimate only and shall be updated prior to district formation.

7.6.7 Public Parcel Exclusion. Any lot or parcel conveyed or to be conveyed to County or any joint powers authority, land trust, or a School District shall be excluded from any tax levy imposed by the Services CFD so long as such parcels remain in their respective ownership and use.

7.6.8 Undeveloped Property Exemption. County expressly agrees that, notwithstanding the inclusion of the Community Property in the Services CFD, in consideration that Developer is not obligated by this Agreement to develop the Community Property, only those portions of the Community Property for which a large lot final subdivision map, small lot final subdivision map, and/or building permit has been approved shall be subject to a special tax by the Services CFD. With respect to any portion of the Community Property for which a large lot final subdivision map is approved without development rights, or a small lot tentative subdivision map has been approved but the final subdivision map is not yet recorded, such portion of the Community Property shall only be subject to a special tax of up to the amount of the special tax imposed for CFD administration costs, maintenance of roads, landscaping, sound walls, sidewalks, maintenance of sewer and/or storm drainage systems, and sheriff and fire/emergency services. Such special taxes on such property may be levied only if County determines, in its sole discretion, the special taxes allocable to such services generated by properties with final development entitlements are insufficient to fund the level of such services then required to serve the Plan Area.

7.7 County Service Area - Services.

7.7.1 Formation. If required by County, in addition or as an alternative to the Services CFD, prior to either the approval for recordation of the first small lot final subdivision map within the Community Property or prior to issuance of the first building permit for a high density residential or non-residential use, whichever may occur first, a new CSA ZOB shall be formed that includes the Community Property for the purposes of funding the services identified in the Financing Plan. Developer consents to the imposition of such assessments, fees and charges as may be necessary in order to provide the funds for the services identified in the Financing Plan as updated with the Entitlements, to the extent such services are not funded or are underfunded in the Services CFD, and/or to provide funds for services for which funding is not available through the Services CFD that may be allowed by law to be funded through a CSA, which amounts will be updated at the time of formation of the CSA. For the purposes of Article XIID of the California Constitution, all the services described herein to be provided by the CSA will provide a "special benefit" to the Community Property as defined by said Article.

7.7.2 Additional CSAs/Zones of Benefit. County may require the CSA be divided as necessary into several ZOBs among which the amount of assessment, fee or charge may vary.

7.7.3 Waiver of Protest. Developer agrees, on behalf of itself and its successors in interest, and subsequent homeowners' or similar associations, that Landowner's successors will participate in and will not protest the formation of a CSA or another similar such financing mechanism as may be required by County to establish and collect funds through assessment or other means for the described services, and that they waive any and all rights to protest formation and continued assessment pursuant to the Majority Protest Act of 1931 (California Streets and Highways Code Section 2800 et seq.) or any similar statute or constitutional provision whether currently existing or hereafter adopted, including but not limited to any provisions of California Constitution Article XIIC; provided, however, such participation and waiver shall apply only as to the individual

property owner's fair share of the services costs to be shared by all property owners within the Plan Area.

7.7.4 Public Parcel Exclusion. Any lot or parcel conveyed or to be conveyed to County or any joint powers authority, land trust, or a School District shall be excluded from any assessment imposed by the CSA so long as such parcels remain in the their ownership and use, and it is acknowledged that such parcels do not and will not receive a special benefit from the CSA. This exclusion does not include property related fees, such as sewer service charges and/or garbage fees, or any other property related fees as defined in the provisions of California Constitution Article XIID. Furthermore, it is acknowledged that such parcels receive a public benefit directly related to property ownership.

7.7.5 Undeveloped Property Exemption. County expressly agrees that, notwithstanding the inclusion of the Community Property in the CSA, in consideration that Developer is not obligated by this Agreement to develop the Community Property, only those portions of the Community Property for which a large lot final subdivision map, small lot final subdivision map, and/or building permit has been approved shall be subject to assessment by the CSA. Such assessments on such property may be levied only if County determines, in its sole discretion, the assessments allocable to such services generated by properties with final development entitlements are insufficient to fund the level of such services then required to serve the Specific Plan and as determined by an Engineers Report prepared for the establishment of the CSA ZOB.

7.8 Community Facilities District – Park Services.

7.8.1 Park Services Formation or Annexation. Subject to County's approval, in its sole discretion, Developer may annex into the Placer Vineyards – Parks, Open Space and Landscaping CFD NO. 2018-3 ("**CFD 2018-3**"), or create a special tax zone within CFD 2018-3 or form its own park services CFD for the purposes of funding the park maintenance and services described herein ("**Park Services CFD**").

7.8.2 Formation. Formation of a Park Services CFD shall follow a similar process as identified in Section 7.7.

7.8.3 Services. The Park Services CFD shall provide the funding required for new and/or enhanced services to be provided by County or PVSP Park District to the Community Property and within the Plan Area which would not have been necessary but for the approval of the Entitlements. The funds shall be utilized for the purposes including but not limited to the following:

- a. Maintenance of landscaping along major through-streets, excluding median landscaping within road rights of way, landscaping adjacent to nonresidential uses and multifamily development, and landscaping within internal roadway of subdivisions.
- b. Maintenance of standard entryway features for subdivisions;

- c. Maintenance of recreation facilities;
- d. Maintenance of open space and amenities within the open space in the Plan Area (excluding University Property) including drainage facilities, detention basins, water quality basins, culverts, regulatory permit areas, and implementation of an open space management plan;
- e. Maintenance of parks;
- f. Maintenance of public parks, trails and appurtenant amenities; and
- g. Any other service related to the provision and maintenance of parks, open space and trails provided by County or PVSP Park District to the Community Property that is allowed by law to be funded through a CFD including any tasks and special management and long term monitoring actions identified in the 404 Permit, streetlighting, fire breaks, vegetation management, rehabilitation and re-construction, signage, trash and debris collection and general maintenance of park and open space areas.

7.8.4 Costs of Formation of CFDs or CSAs. Developer shall pay all costs of formation of the CFDs or CSAs and all costs of preparation of the studies or plans required to support formation of the same.

7.8.5 Undeveloped Property Exemption. County expressly agrees that, notwithstanding the inclusion of the Community Property in the Park Services CFD, in consideration that Community Landowner is not obligated by this Agreement to develop the Community Property, only those portions of the Community Property for which a large lot final subdivision map, small lot final subdivision map, and/or building permit has been approved shall be subject to a special tax by the Park Services CFD. With respect to any portion of the Community Property for which a large lot final subdivision map is approved without development rights, or a small lot tentative subdivision map has been approved but the final subdivision map is not yet recorded, such portion of the Community Property shall only be subject to a special tax of up to the amount of the special tax imposed for CFD administration, maintenance of parks, trails, landscaping, open space, storm drains, drainage, and other water quality amenities. Such special taxes on such property may be levied only if County determines, in its sole discretion, the special taxes allocable to such services generated by properties with final development entitlements are insufficient to fund the level of such services then required to serve the Plan Area.

7.9 Library CSA Formation. Prior to approval of the first small lot subdivision final map within the Community Property, a CSA ZOB shall be formed that includes the entire Community Property for the purpose of funding enhanced library services for the Plan Area. The Library CSA ZOB shall be formed pursuant to Section 7.6 above.

SECTION 8 DEFAULT, REMEDIES, TERMINATION

8.1 General Provisions. Subject to extensions of time by mutual consent in writing, failure or unreasonable delay by either party to perform any term or provisions of this Agreement shall constitute a default. In the event of alleged default or breach of any term or condition of this Agreement, the party alleging such default or breach shall give the other party not less than thirty (30) day notice in writing specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured. During any such thirty (30) day period, the party charged shall not be considered in default for purposes of termination or institution of legal proceedings.

After notice and expiration of the thirty (30) day period without cure, the other party to this Agreement at its option may institute legal proceedings pursuant to this Agreement or give notice of intent to terminate the Agreement pursuant to California Government Code Section 65868 and regulations of the County implementing said Government Code Section. Following notice of intent to terminate, the matter shall be scheduled for consideration by the Board of Supervisors within thirty (30) calendar days in the manner set forth in Government Code Sections 65865, 65867 and 65868 and County regulations implementing such Sections.

Following consideration by the Board of Supervisors, either party alleging the default may give written notice of termination of this Agreement to the other party.

Evidence of default may also arise in the course of a regularly scheduled periodic review of this Agreement pursuant to Government Code Section 65865.1. If either party determines that the other party is in default following the completion of the normally scheduled periodic review, that party may give written notice of default as set forth in this Section 8.1, specifying the alleged nature of the default, and potential actions to cure the default and shall specify a reasonable period of time in which the default is to be cured. If the alleged default is not cured within thirty (30) days or within such longer period specified in the notice, or if the defaulting party waives its right to cure such alleged default, the other party may terminate this Agreement.

No building permit shall be issued or building permit application accepted for any structure on the Property if the permit applicant owns and controls any property subject to this Agreement, and if such applicant or entity or person controlling such applicant is in default of the terms of this Agreement and the period for cure has elapsed, or the defaulting party waives its right to cure such default.

8.2 Annual Review. Once every twelve (12) months, commencing with the Effective Date set forth in Section 1.3.11, County shall review the extent of good faith substantial compliance by Developer with the terms of this Agreement. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to Section 65865.1 of the Government Code and the monitoring of mitigation in accordance with Section 21081.6 of the Public Resources Code of the State of California. Notice of the

annual review shall include the statement that any review of obligations of Developer as set forth in this Agreement may result in termination of this Agreement. A finding by County of good faith compliance by Developer with the terms of the Agreement shall be conclusive with respect to the performance of Developer during the period preceding the review. Developer shall be responsible for the cost reasonably and directly incurred by the County to conduct such annual review, the payment of which shall be due within thirty (30) days after conclusion of the review and receipt from the County of the bill for such costs.

County shall state in its annual review the number of building permits issued in the Specific Plan over the prior twelve (12) months.

Upon not less than sixty (60) days written notice by the Director, Developer shall provide such information as may be reasonably requested and deemed to be required by the Director in order to ascertain compliance with this Agreement.

The County shall deposit in the U.S. mail to Developer a copy of all staff reports and related exhibits concerning contract performance and, to the extent practical, at least ten (10) calendar days prior to any such periodic review. Developer shall be permitted an opportunity to be heard orally and in writing regarding its performance under this Agreement before the Board of Supervisors or the Planning Commission if referred to the Planning Commission.

If County takes no action within thirty (30) days following the hearing required under this Section 8.2, Developer shall be deemed to have complied with the provisions of the Agreement.

8.3 Enforced Delay, Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or default are due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by other governmental entities, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation, or similar bases for excused performance. If written notice of such delay is given to County within thirty (30) days of the commencement of such delay, an extension of time for such cause shall be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

8.4 Legal Action. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, seek a declaration of rights, or to enjoin any threatened or attempted violation. Notwithstanding Section 394 of the Code of Civil Procedure, all legal actions shall be initiated in the Superior Court of the County of Placer, State of California.

8.5 Effect of Termination. If this Agreement is terminated following any event of default of Developer or for any other reason, such termination shall not affect the validity of any building or improvement within the Property which is completed as of the date of termination, provided that such building or improvement has been constructed pursuant to

a building permit issued by the County. Furthermore, no termination of this Agreement shall prevent Developer from completing and occupying any building or other improvement authorized pursuant to a valid building permit previously issued by the County that is under construction at the time of termination, provided that any such building or improvement is completed in accordance with said building permit.

8.6 Applicable Law and Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of California. Should any legal action be brought by either party for breach of this Agreement or to enforce any provisions herein, the prevailing party to such action shall be entitled to reasonable attorneys' fees, court costs and such other costs as may be fixed by the Court.

SECTION 9 HOLD HARMLESS AGREEMENT

Developer and its successors-in-interest and assigns, hereby agree to, and shall defend and hold County, its elective and appointive boards, commissions, officers, agents, and employees harmless from any costs, expenses, damages, liability for damage or claims for damage for personal injury, or bodily injury, including death, as well as from claims for property damage which may arise from the operations of Developer, or of Developer's contractors, subcontractors, agents, or employees under this Agreement, whether such operations be by Developer, or by any of Developer's contractors or subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, Developer or Developer's contractors or subcontractors, unless such damage or claim arises from the negligence or willful misconduct of County. The foregoing indemnity obligation of Developer shall not apply to any liability for damage or claims for damage with respect to any damage to or use of any public improvements after the completion and acceptance thereof by County.

In addition to the foregoing obligations, Developer shall, upon written request of County, defend, indemnify and hold County, its elective and appointive boards, commissions, officers, agents and employees harmless from any and all lawsuits, claims, challenges, damages, expenses, costs, including attorney's fees awarded by a court, or in any actions at law or in equity arising out of or related to the processing, approval, execution, adoption or implementation of the Project, this Agreement, the Entitlements, or the EIR, exclusive of any such actions brought by Developer, its successors-in-interests or assigns. The County shall retain the right to appear in and defend any such action or lawsuit on its own behalf regardless of any tender under this provision. Upon request of County, Developer shall execute an indemnification agreement in a form approved by County.

SECTION 10 PROJECT AS A PRIVATE UNDERTAKING

It is specifically understood and agreed by and between the Parties hereto that the Project is a private development. No partnership, joint venture or other association of any kind is formed by this Agreement.

SECTION 11 COOPERATION IN THE EVENT OF LEGAL CHALLENGE

In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties hereby agree to cooperate in defending said action, subject to the obligations as set forth in Section 9 of this Agreement.

Developer shall place on deposit with the County upon initiation of a lawsuit, Fifty Thousand Dollars and No Cents (\$50,000.00) and place on deposit an additional Fifty Thousand Dollars and No Cents (\$50,000), for a total of One Hundred Thousand Dollars and No Cents (\$100,000.00) thirty (30) days prior to briefing. Said Deposit shall be used to cover County expenses associated with any legal action that may arise from challenging the validity of this Agreement, the Entitlements of the FEIR.

SECTION 12 PROVISIONS RELATING TO LENDERS

12.1 Mortgagee Protection. The Parties hereto agree that this Agreement shall not prevent nor limit Developer, in any manner, at Developer's sole discretion, from encumbering the Property or any portion thereof or any improvements thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property, except as limited by the provisions of this Section 12.1. County acknowledges that the lenders providing such financing may require certain interpretations and modifications of this Agreement and agrees upon request, from time to time, to meet with Developer and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. County will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any lender or other such entity (Mortgagee) that obtains a mortgage or deed of trust against the Property shall be entitled to the rights and privileges set forth in this Section 12.1.

Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

12.2 Notice of Developer's Breach. The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee has submitted a request in writing to County in the manner specified herein for giving notices, may request to receive written notification from County of any default by Developer in the performance of Developer's obligations under this Agreement.

12.3 Lender's Right to Cure. If County receives a timely request from a Mortgagee requesting a copy of any notice of default given to Developer under the terms of this Agreement, County shall provide a copy of that notice to the Mortgagee within ten (10) days

of sending the notice of default to Developer. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed to Developer under this Agreement.

12.4 Lender's Right to Develop the Property. Any Mortgagee who comes into possession of the Property, or any part thereof, by any means, whether pursuant to foreclosure of the mortgage deed of trust, or deed in lieu of such foreclosure or otherwise, shall take the Property, or part thereof, subject to the terms of this Agreement. Provided, however, notwithstanding anything to the contrary above, any Mortgagee, or the successors or assigns of such Mortgagee, who becomes an owner of the Property through foreclosure shall not be obligated to pay any fees or construct or complete the construction of any improvements, unless such owner desires to continue development of the Property consistent with this Agreement and the Entitlements, in which case the owner by foreclosure shall assume the obligations of Developer hereunder in a form acceptable to County.

12.5 County's Right to Enforce Dedications. The limitations on Mortgagees and owners by foreclosure set forth in this Section 12 shall not restrict County's ability pursuant to Section 4 of this Agreement to specifically enforce such Mortgagees or owner's dedication requirements under this Agreement or under any conditions of the Entitlements.

12.6 Other Notices by County. A copy of all other notices given by County to Developer pursuant to the terms of this Agreement shall also be sent to any Lender who has requested such notices at the address provided to County pursuant to Section 13.

SECTION 13 NOTICES

All notices required by this Agreement, the enabling legislation, or the procedure adopted pursuant to Government Code Section 65865, shall be in writing and delivered in person or sent by certified mail, postage prepaid.

Notice required to be given to the County shall be addressed as follows:

County Counsel
175 Fulweiler Avenue
Auburn, CA 95603

Director of Community Development Resource Agency
County of Placer
3901 County Center Drive
Auburn, CA 95603

Notice required to be given to the Developer shall be addressed as follows:

Holly Tiche
Placer Ranch, Inc.

Julie Baker, Family Offices
2121 Avenue of the Stars, 30th Floor

P.O. Box 3353
Rocklin, CA 95677

Los Angeles, CA 90067

George E. Phillips
Phillips Land Law, Inc.
5301 Montserrat Lane
Loomis, CA 95650

Either party may change the address stated herein by providing written notice of such change.

SECTION 14 MISCELLANEOUS PROVISIONS

14.1 Enforceability. The County agrees that unless this Agreement is amended or canceled pursuant to the provisions of this Agreement, this Agreement shall be enforceable by any party hereto notwithstanding any change hereafter in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance or building regulation adopted by County, or by initiative, which changes, alters or amends the rules, regulations and policies applicable to the development of the Property at the time of approval of this Agreement, as provided by Government Code Section 65866.

14.2 County Finding. The County hereby finds and determines that execution of this Agreement is in the best interest of the public health, safety and general welfare and is consistent with the General Plan.

14.3 No Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of Developer and the County and their successors and assigns. No other person or entity other than the parties to this Agreement shall have any right of action based upon any provision in this Agreement.

14.4 Severability. Except as set forth herein, if any term, covenant or condition of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law; provided, however, if any provision of this Agreement is determined to be invalid or unenforceable and the effect thereof is to deprive a party hereto of an essential benefit of its bargain hereunder, then such party so deprived shall have the option to terminate this entire Agreement from and after such determination.

14.5 Construction. This Agreement shall be subject to and construed in accordance and harmony with the Placer County Code, as it may be amended, provided that such amendments do not affect the rights granted to the Parties by this Agreement.

14.6 Further Actions and Instruments. Each of the Parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of any party at any time, the other party or parties shall promptly execute, file or record any required instruments and writings reasonably necessary to evidence or consummate the transactions contemplated by this Agreement, and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement.

14.7 Covenant of Good Faith and Fair Dealing. No party shall do anything which shall have the effect of harming or injuring the right of the other party to receive the benefits of this Agreement. Each party shall refrain from doing anything which would render its performance under this Agreement impossible, and each party shall do everything which this Agreement contemplates that such party shall do to accomplish the objectives and purposes of this Agreement. Whenever the consent or approval of a party is required or necessary under this Agreement, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

14.8 No Waiver. No delay or omission by a party in exercising any right or power accruing upon a non-compliance or failure to perform by another party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by any party of any of the covenants or conditions to be performed by another party shall not be construed as a waiver of any succeeding breach or non-performance of the same or other covenants and conditions hereof.

14.9 Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

14.10 Additional Rights of Parties. In addition to any other rights or remedies specified herein, either party may institute legal proceedings to cure, correct or remedy any breach, or to specifically enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation of the provisions of this Agreement, in accordance with Government Code Section 65865.4.

14.11 Time is of the Essence. Time is of the essence for each and every provision of this Agreement.

14.12 Estoppel Certificate. Either party may, at any time, and from time to time, deliver written notice to the other party requesting such party to certify in writing that, to the knowledge of the certifying party, (i) this Agreement is in full force and effect and a binding obligation of the parties, (ii) this Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments, and (iii) the requesting party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature of such default. The party receiving a request hereunder shall execute and return such certificate within thirty (30) days following the receipt thereof. County acknowledges that a certificate hereunder may be relied upon by transferees and

mortgagees of Developer.

14.13 Authority to Execute. The person or persons executing this Agreement on behalf of the Developer warrant and represent that they have the authority to execute this Agreement on behalf of such parties and represent that they have the authority to bind such parties to the performance of their obligations hereunder.

14.14 Recording. The County shall cause a copy of this Agreement to be recorded with the County of Placer Recorder no later than ten (10) days following execution of this Agreement by County.

14.15 Entire Agreement. This Agreement, together with the documents incorporated by reference and the exhibits, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement.

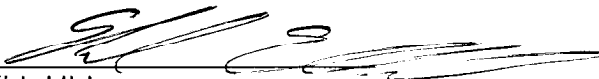
FORM OF AGREEMENT

This Agreement is executed in two duplicate originals, each of which is deemed to be an original. This Agreement consists of sixty-two (62) pages and ten (10) exhibits, which constitute the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the County of Placer, a political subdivision of the State of California, has authorized the execution of this Agreement in duplicate originals by its Chair and attested to by the Board Clerk under the authority of Ordinance No. ~~20-6000~~ - B, adopted by the Board of Supervisors of the County of Placer on the 10th day of December 2019, and has caused this Agreement to be executed.

COUNTY

COUNTY OF PLACER,
A political subdivision

By: 
Kirk Uhler
Chair, Board of Supervisors

ATTEST:

By: 
Megan Wood
Board Clerk

APPROVED AS TO FORM:

By: 
Karin Schwab
County Counsel

APPROVED AS TO SUBSTANCE:

By: 
Steve Pedretti
Director, Community Development Resource Agency

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer

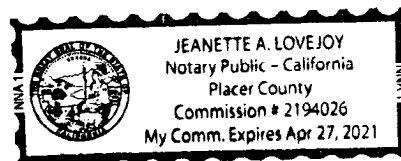
On 12-17-19 before me, Jeanette Lovejoy, Notary Public
(insert name and title of the officer)

personally appeared Kirk Under
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jeanette Lovejoy (Seal)



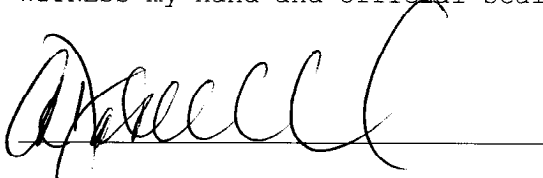
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer

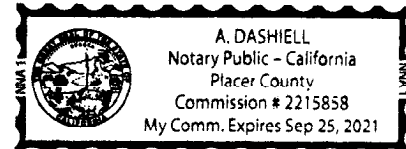
On 12-12-19 before me, A. Dashiell, a Notary Public, personally appeared Steve M. Pedretti, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

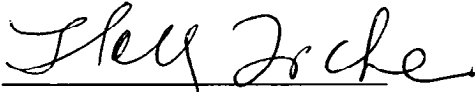


Notary's Signature



DEVELOPER

PLACER RANCH, INC.,
a California corporation

A handwritten signature in cursive script, reading "Holly Tiche". The signature is written in black ink and is positioned above a horizontal line.

By: Holly Tiche
Its: President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CALIFORNIA)
County of PLACER) ss.

On December 9, 2019 before me, T.C. MURPHY,
Notary Public personally appeared Holly Tiche

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

SIGNATURE

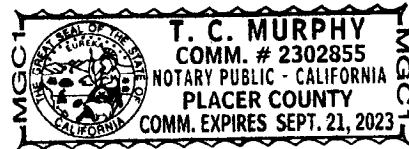
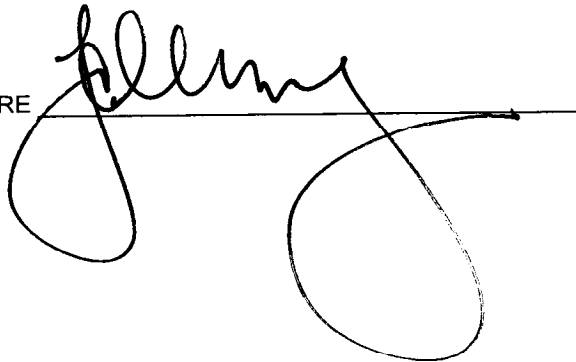


EXHIBIT A-1

THE PROPERTY LEGAL DESCRIPTION

EXHIBIT "A-1"
PLACER RANCH SPECIFIC PLAN
DEVELOPMENT AGREEMENT
"THE PROPERTY"

All that real property situated in the County of Placer, State of California, being the Lands of Placer Ranch Inc., a California corporation, as described in that certain Grant Deed recorded December 10, 2015 as Document 2015-0106623, Official Records of Placer County, and being a portion of Sections 4, 5, and 9, and all of Sections 7 and 8, Township 11 North, Range 6 East, Mount Diablo Meridian and Section 12, Township 11 North, Range 5 East, Mount Diablo Meridian, being more particularly described as follows:

Beginning at a 3/4" rebar with a punch mark marking the southwest corner of said Section 12; thence along the west line of said Section 12, North 00°12'15" West a distance of 5295.14 feet to a 2-1/2" Brass Disk marking the northwest corner of said Section 12; thence along the north line of said Section 12, North 89°17'43" East a distance of 5264.91 feet to a 2" Brass Disk marking the northeast corner of said Section 12 and the northwest corner of said Section 7; thence along the north line of said Section 7, North 88°54'02" East a distance of 5270.72 feet to the northeast corner of said Section 7 and the northwest corner of said Section 8; thence along the north line of said Section 8, North 89°37'46" East a distance of 4021.91 feet to a 3/4" rebar with a plastic cap stamped "LS 4732" marking the southeast corner of Parcel 2 as shown and so designated on that certain Parcel Map No. DPM 20060525 filed for record December 26, 2007 in Book 34 of Parcel Maps at Page 40, Placer County Records; thence along the east line of said Parcel 2, North 00°06'01" East a distance of 2164.69 feet; thence South 89°54'11" East a distance of 2540.64 feet to a 1-1/4" iron pipe with Brass Tag stamped "LS 3031" marking the northeast corner of "Portion Parcel 1" as shown and so designated on that certain "Record of Survey No. 2905 FOOTHILLS BLVD" filed for record December 12, 2007 in Book 19 of Surveys at Page 149, Placer County Records; thence along the east line of "Portion Parcel 1" and Parcel 4 as shown on said record of survey, South 00°31'32" East a distance of 2816.48 feet to a 1-1/4" iron pipe marking an angle point in said east line; thence continuing along said east line, South 89°54'10" East a distance of 173.65 feet to a 1-1/4" iron pipe with brass tag stamped "LS 3031" marking an angle point in said east line; thence continuing along said east line and the southerly extension thereof, South 00°04'56" West a distance of 2964.64 feet to a 1-1/4" iron pipe with a brass tag stamped "LS 3031" as shown on said record of survey; thence South 89°54'08" East a distance of 318.25 feet to a point on the common lines between Resultant Parcel A and Resultant Parcel B as described in that certain Grant Deed recorded May 13, 2005 as Document 2005-0061487, Official Records of Placer County; thence along said common line for the following fourteen (14) arcs, courses and distances:

1. South 28°08'07" West a distance of 117.57 feet;
2. South 61°15'22" West a distance of 102.37 feet;
3. South 83°47'52" West a distance of 101.49 feet;
4. South 45°22'16" West a distance of 67.53 feet;
5. South 72°55'03" West a distance of 53.31 feet;
6. South 60°31'02" West a distance of 136.33 feet;
7. South 70°02'07" West a distance of 100.63 feet;
8. South 12°24'08" West a distance of 76.07 feet;

9. South $54^{\circ}34'43''$ West a distance of 200.54 feet to a point of curvature;
10. from a radial line which bears North $72^{\circ}14'55''$ East, 458.20 feet along the arc of a non-tangent 1044.00 foot radius curve to the right through a central angle of $25^{\circ}08'48''$;
11. South $07^{\circ}23'43''$ West a distance of 271.66 feet to a point of curvature;
12. 72.86 feet along the arc of a tangent 956.00 foot radius curve to the left through a central angle of $04^{\circ}22'01''$ to a point of curvature;
13. from a radial line which bears South $07^{\circ}45'40''$ West, 92.74 feet along the arc of a non-tangent 3945.00 foot radius curve to the right through a central angle of $01^{\circ}20'49''$; and
14. South $09^{\circ}06'29''$ West a distance of 100.13 feet;

thence leaving said common line and along the south line of said Resultant Parcel B for the following three (3) courses and distances:

1. North $89^{\circ}55'16''$ West a distance of 610.12 feet;
2. South $00^{\circ}11'17''$ West a distance of 264.76 feet; and
3. South $89^{\circ}01'11''$ West a distance of 288.46 feet to the southwest corner of said Section 9 and the southeast corner of said Section 8;

thence along the south line of said Section 8, South $89^{\circ}29'07''$ West a distance of 5319.46 feet to the southwest corner of said Section 8 and the southeast corner of said Section 7; thence along the south line of said Section 7, South $88^{\circ}55'25''$ West a distance of 5264.92 feet to the southwest corner of said Section 7 and the southeast corner of said Section 12; thence along the south line of said Section 12, South $89^{\circ}26'37''$ West a distance of 5266.45 feet to the Point of Beginning

Containing 2,213.247 acres of land, more or less.

EXCEPTING THEREFROM:

All that portion of the Southeast One-Quarter of Section 8, Township 11 North, Range 6 East, Mount Diablo Meridian as described in that certain Grant Deed recorded October 19, 2010 as Document 2010-0084387, Official Records Placer County.

Containing 1.757 acres of land, more or less.

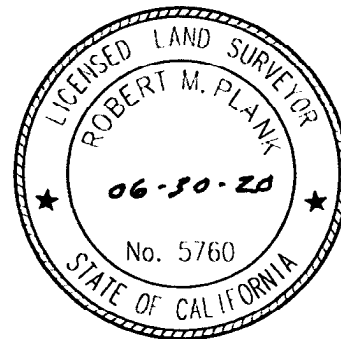
This legal description was prepared by me or under my supervision pursuant to Section 8729 (2) of the Professional Land Surveyors Act



Robert M Plank, PLS 5760

License Expiration Date: 06-30-2020

Date: 11/04/19



Description prepared by:

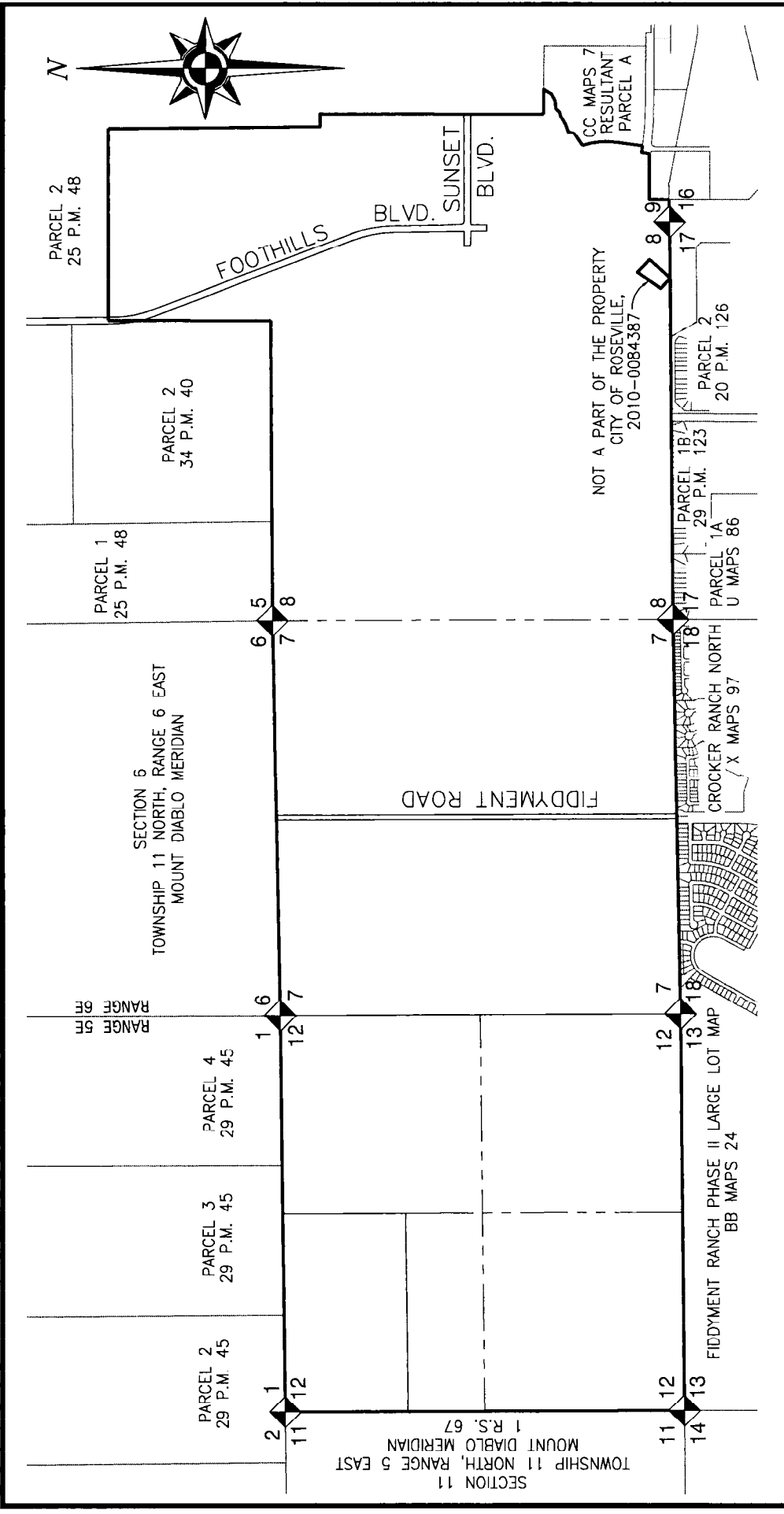
MACKAY & SOMPS CIVIL ENGINEERS, INC.

1552 Eureka Road, Suite 100, Roseville, CA 95661

P:\18458_C00\SRV\Mapping\DESC\BOUNDARY MAP.docx

EXHIBIT A-2

THE PROPERTY DEPICTION



LEGEND

- SECTION CORNER
- AC.
- O.R.
- P.M.
- THE PROPERTY BOUNDARIES

EXHIBIT "A-2"

PLACER RANCH SPECIFIC PLAN
DEVELOPMENT AGREEMENT

THE PROPERTY DEPICTION

SECTION 12, T. 11 N., R. 5 E., M.D.M. AND A PORTION
OF SECTIONS 4, 5, 7, 8 AND 9, T. 11 N., R. 6 E., M.D.M.
COUNTY OF PLACER STATE OF CALIFORNIA

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

BWB	1"= 2000'	10/24/2019	18-58.C30
DRAWN BY	SCALE	DATE	JOB NO.

IF A DISCREPANCY EXISTS BETWEEN THIS EXHIBIT AND THE ASSOCIATED DESCRIPTION,
THE DESCRIPTION HOLDS. THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY.

EXHIBIT A-3

**Community and University
Depiction**

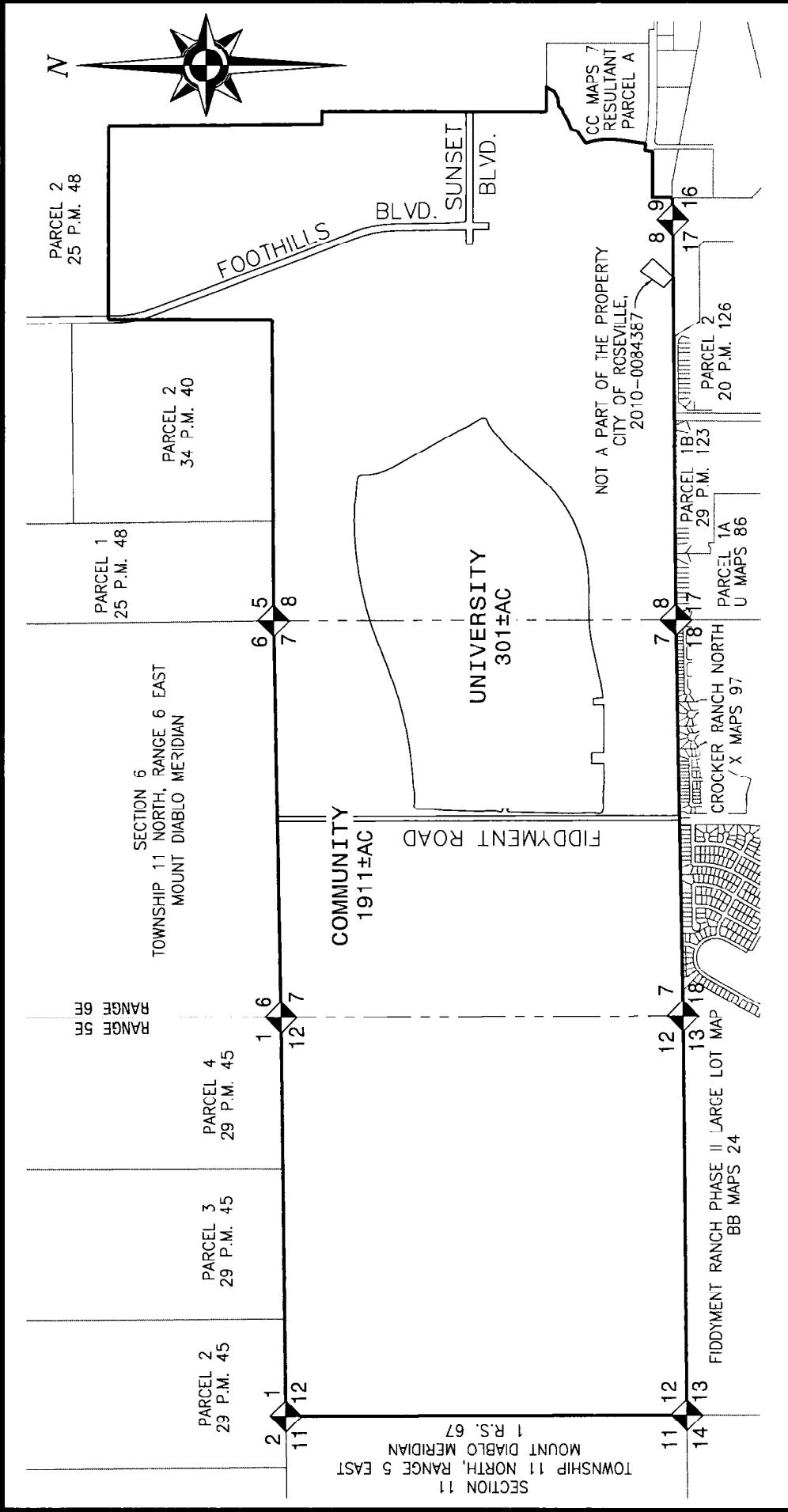


EXHIBIT "A-3"

PLACER RANCH SPECIFIC PLAN
DEVELOPMENT AGREEMENT
COMMUNITY AND UNIVERSITY

SECTION 12, T. 11 N., R. 5 E., M.D.M. AND A PORTION
OF SECTIONS 4, 5, 7, 8 AND 9, T. 11 N., R. 6 E., M.D.M.
COUNTY OF PLACER STATE OF CALIFORNIA

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 775-1189

SECTION CORNER

AC.

O.R.

P.M.

—

ACRES

OFFICIAL RECORDS OF PLACER COUNTY

PARCEL MAP

SPECIFIC PLAN BOUNDARY

IF A DISCREPANCY EXISTS BETWEEN THIS EXHIBIT AND THE ASSOCIATED DESCRIPTION,
THE DESCRIPTION HOLDS. THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY.

SHEET 1 OF 1

SAH	1"= 2000'	10/24/2019	18458.C00
DRAWN BY	SCALE	DATE	JOB NO.

EXHIBIT B-1

University Property Legal Description

EXHIBIT B-1
PLACER RANCH SPECIFIC PLAN
DEVELOPMENT AGREEMENT
UNIVERSITY PROPERTY LEGAL DESCRIPTION

All that real property situated within a portion of Sections 7 and 8, Township 11 North, Range 6 East, Mount Diablo Meridian, County of Placer, State of California and being a portion of the lands of Placer Ranch Inc., a California Corporation, as described in that certain Grant Deed recorded on December 10, 2015 in Document Number 2015-0106623, Official Records of Placer County and being more particularly described as follows:

Commencing at a found 2" iron pipe with 2" brass disk stamped LS 6584 marking the southwest corner of said Section 7 as shown on that certain Record of Survey entitled "Record of Survey No. 1655" filed in record on August 26, 1992 in Book 13 of Surveys, at Page 18, Placer County Records; thence North 66°29'27" East a distance of 2922.85 feet to the True Point of Beginning; thence from said **TRUE POINT OF BEGINNING** the following fifty-six arcs, courses and distances:

1. North 10°42'18" East a distance of 60.76 feet;
2. North 01°13'53" East a distance of 120.00 feet;
3. North 08°12'11" West a distance of 60.79 feet;
4. North 00°16'36" East a distance of 302.18 feet;
5. North 01°13'53" East a distance of 641.53 feet to a point of curvature;
6. 48.69 feet along the arc of a tangent 31.00 foot radius curve to the right through a central angle of 90°00'00";
7. South 01°13'53" West a distance of 10.00 feet;
8. South 88°46'07" East a distance of 19.00 feet;
9. North 01°13'53" East a distance of 78.00 feet;
10. North 88°46'07" West a distance of 22.00 feet;
11. South 01°13'53" West a distance of 10.00 feet to a point of curvature;
12. from a radial line which bears South 01°13'53" West, 48.69 feet along the arc of a non-tangent 31.00 foot radius curve to the right through a central angle of 90°00'00";
13. North 13°27'23" East a distance of 61.39 feet;
14. North 01°13'53" East a distance of 120.00 feet;
15. North 08°13'51" West a distance of 60.83 feet;
16. North 01°13'53" East a distance of 212.47 feet;
17. North 02°11'10" East a distance of 301.98 feet;
18. North 05°58'47" East a distance of 120.41 feet;
19. North 01°13'53" East a distance of 220.00 feet to a point of curvature;
20. 77.46 feet along the arc of a tangent 50.00 foot radius curve to the right through a central angle of 88°45'56";
21. South 80°36'31" East a distance of 60.82 feet to a point of curvature;
22. from a radial line which bears South 00°19'03" East, 119.90 feet along the arc of a non-tangent 4855.00 foot radius curve to the left through a central angle of 01°24'54";
23. North 78°31'45" East a distance of 61.35 feet to a point of curvature;

24. from a radial line which bears South $02^{\circ}26'51''$ East, 1575.04 feet along the arc of a non-tangent 4845.00 foot radius curve to the left through a central angle of $18^{\circ}37'34''$;
25. North $68^{\circ}55'35''$ East a distance of 450.42 feet to a point of curvature;
26. 1866.87 feet along the arc of a tangent 4555.00 foot radius curve to the right through a central angle of $23^{\circ}28'58''$;
27. South $82^{\circ}04'05''$ East a distance of 120.29 feet to a point of curvature;
28. from a radial line which bears North $03^{\circ}55'08''$ East, 220.02 feet along the arc of a non-tangent 4545.00 foot radius curve to the right through a central angle of $02^{\circ}46'25''$ to a point of compound curvature;
29. 74.98 feet along the arc of a tangent 50.00 foot radius curve to the right through a central angle of $85^{\circ}55'11''$ to a point of reverse curvature;
30. 416.34 feet along the arc of a tangent 745.00 foot radius curve to the left through a central angle of $32^{\circ}01'10''$;
31. South $29^{\circ}24'26''$ East a distance of 1018.93 feet;
32. South $24^{\circ}38'37''$ East a distance of 120.42 feet;
33. South $29^{\circ}24'26''$ East a distance of 220.00 feet to a point of curvature;
34. 77.70 feet along the arc of a tangent 50.00 foot radius curve to the right through a central angle of $89^{\circ}02'14''$;
35. South $68^{\circ}13'41''$ West a distance of 60.97 feet to a point of curvature;
36. from a radial line which bears North $32^{\circ}03'04''$ West, 120.60 feet along the arc of a non-tangent 2055.00 foot radius curve to the left through a central angle of $03^{\circ}21'45''$;
37. South $44^{\circ}18'26''$ West a distance of 60.97 feet to a point of curvature;
38. from a radial line which bears North $37^{\circ}05'41''$ West, 385.06 feet along the arc of a non-tangent 2045.00 foot radius curve to the left through a central angle of $10^{\circ}47'19''$;
39. South $42^{\circ}07'00''$ West a distance of 416.58 feet to a point of curvature;
40. 1616.27 feet along the arc of a tangent 1955.00 foot radius curve to the right through a central angle of $47^{\circ}22'06''$;
41. South $89^{\circ}29'07''$ West a distance of 400.00 feet to a point of curvature;
42. 421.65 feet along the arc of a tangent 2045.00 foot radius curve to the left through a central angle of $11^{\circ}48'49''$;
43. South $77^{\circ}40'18''$ West a distance of 538.33 feet to a point of curvature;
44. 171.08 feet along the arc of a tangent 1455.00 foot radius curve to the right through a central angle of $06^{\circ}44'13''$;
45. North $05^{\circ}35'30''$ West a distance of 135.00 feet;
46. South $86^{\circ}08'51''$ West a distance of 80.00 feet;
47. South $02^{\circ}07'07''$ East a distance of 135.00 feet to a point of curvature;
48. from a radial line which bears South $02^{\circ}07'07''$ East, 49.69 feet along the arc of a non-tangent 1455.00 foot radius curve to the right through a central angle of $01^{\circ}57'24''$;
49. South $89^{\circ}50'18''$ West a distance of 589.65 feet;
50. North $00^{\circ}09'42''$ West a distance of 160.00 feet;
51. South $89^{\circ}50'18''$ West a distance of 150.00 feet;
52. South $00^{\circ}09'42''$ East a distance of 160.00 feet;
53. South $89^{\circ}50'18''$ West a distance of 278.57 feet;
54. North $85^{\circ}23'53''$ West a distance of 120.42 feet;
55. South $89^{\circ}50'18''$ West a distance of 220.00 feet to a point of curvature; and

56. 79.76 feet along the arc of a tangent 50.00 foot radius curve to the right through a central angle of $91^{\circ}23'35''$ to the True Point of Beginning.

Containing 301.27 acres of land, more or less.

The **Basis of Bearings** for this description is the California State Plane Coordinate System, Zone 2, NAD 83, Epoch Date 2010.00, as measured between NGS Station "NewFiddy", PID = DL9185, and NGS Station "LNC1 B", PID=DG6520. Said bearing is North $09^{\circ}21'36''$ East. Distances shown are ground based.



Robert M. Plank, PLS 5760
License Expiration Date: 06-30-2020

Date: 10/25/19




Description prepared by:
MACKAY & SOMPS CIVIL ENGINEERS, INC.
1552 Eureka Road, Suite 100, Roseville, CA 95661
P:\18458_C00\PLN\Exh-P\Development Agreement\Exh B-1 - University Legal
Desc.docx

EXHIBIT B-2

University Property Depiction

SUNSET BOULEVARD WEST (A3042)

LEGEND

-  FOUND SECTION CORNER
- A.C.± ACRES
- P.O.C. POINT OF COMMENCEMENT
- T.P.O.B. TRUE POINT OF BEGINNING

FIDDYMENT ROAD
(B1017)

UNIVERSITY PARCEL
301.27 AC.±

T.P.O.B.

N66°29'27"E 2922.85'(TIE)

12 7
13 18

P.O.C. FOUND 2" DIA IRON PIPE
WITH 2" BRASS DISK
STAMPED "LS 6584"
PER 13 R.S. 18

N88°55'25"E 5264.92'(TIE)

7 8
18 17

FOUND 2" IRON PIPE



SHEET 1 OF 1

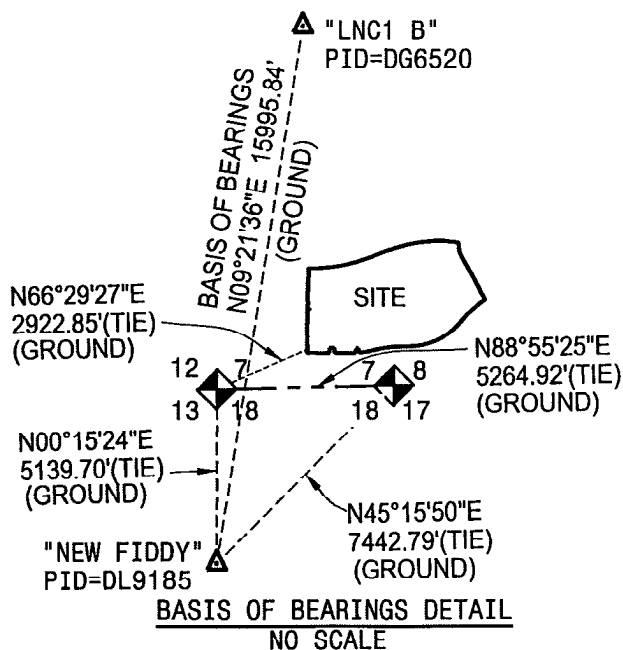


EXHIBIT "B-2"
PLACER RANCH SPECIFIC PLAN
DEVELOPMENT AGREEMENT
UNIVERSITY PROPERTY DEPICTION
PORTION OF SECTIONS 7 & 8,
T. 11 N., R. 6 E., M.D.M.
PLACER COUNTY STATE OF CALIFORNIA

MACKEY & SOMPS

ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

IF A DISCREPANCY EXISTS BETWEEN THIS EXHIBIT AND THE ASSOCIATED DESCRIPTION,
THE DESCRIPTION HOLDS. THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY.

BWB	1"= 1200'	10/24/2019	18458.C00
DRAWN BY	SCALE	DATE	JOB NO.

EXHIBIT C

Form of Development Agreement Assignment

Recording Requested By and
When Recorded Mail To:

Attn: _____

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

ASSIGNMENT AND ASSUMPTION AGREEMENT RELATIVE TO PLACER RANCH SPECIFIC PLAN DEVELOPMENT AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "**Agreement**") is entered into this _____ day of _____, 20__, by and between [NAME OF DEVELOPER], a _____ (hereinafter "**Developer**"), and [NAME OF PURCHASER], a _____ (hereinafter "**Assignee**"), with respect to the following facts:

RECITALS

A. On _____, 2019, the County of Placer and Developer entered into that certain agreement entitled "Development Agreement By and Between The County of Placer and Placer Ranch, Inc., Relative to the Placer Ranch Specific Plan" (hereinafter the "**Development Agreement**"). Pursuant to the Development Agreement, Developer agreed that development of certain property more particularly described in the Development Agreement (hereinafter, the "**Property**") would be subject to certain conditions and obligations as set forth in the Development Agreement. The Development Agreement was recorded against the Property in the Official Records of Placer County on _____, 2019, as **Document No.** _____.

B. Developer intends to convey a portion of the Property to Assignee, as identified in Exhibit A attached hereto and incorporated herein by this reference (hereinafter, the "**Assigned Parcel(s)**").

C. Developer desires to assign and Assignee desires to assume all of Developer's right, title, interest, burdens and obligations under the Development Agreement with respect to and as related to the Assigned Parcel(s).

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, for valuable consideration, Developer and Assignee hereby agree as follows:

1. Assignment. Developer hereby assigns, effective as of Developer's conveyance of the Assigned Parcel(s) to Assignee, all of the rights, title, interests, burdens and obligations of Developer under the Development Agreement with respect to the Assigned Parcel(s). Developer retains all the rights, title, interests, burdens and obligations of Developer under the Development Agreement with respect to all other property within the Property owned by Developer.

2. Assumption. Assignee hereby assumes all of the rights, title, interests, burdens and obligations of Developer under the Development Agreement with respect to the Assigned Parcel(s), and agrees to observe and fully perform all of the duties and obligations of Developer under the Development Agreement with respect to the Assigned Parcel(s), and to be subject to all the terms and conditions thereof with respect to the Assigned Parcel(s).

3. Release and Substitution. The parties intend hereby that, upon the execution of this Agreement and conveyance of the Assigned Parcel(s) to Assignee, Developer shall be released from any and all obligations under the Development Agreement arising from and after the effective date of this transfer with respect to the Assigned Parcel(s) and that Assignee shall become substituted for Developer as the "Developer" under the Development Agreement with respect to the Assigned Parcels.

4. Binding on Successors. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

5. Notice Address. The Notice Address described in the Development Agreement for Developer with respect to the Assigned Parcel(s) shall be:

[Name of Assignee]

Attn: _____

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the day and year first above written. This Agreement may be signed in identical counterparts.

DEVELOPER:

[NAME OF ASSIGNOR],

a _____

By: _____

Name: _____

Title: _____

ASSIGNEE:

[NAME OF ASSIGNEE],

a _____

By: _____

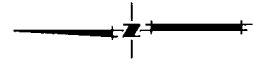
Name: _____

Title: _____

EXHIBIT D

Land Plan and Land Use by Specific Plan Parcel

EXHIBIT "D" PLACER RANCH SPECIFIC PLAN DEVELOPMENT AGREEMENT LAND PLAN AND LAND USE BY SPECIFIC PLAN PARCEL



LEGEND	
KEY	LAND USE DESIGNATION
LDR	Low Density Residential
LDR-A	Low Density Residential - Age-Restricted
MDR	Medium Density Residential
HDR	High Density Residential
GC	General Commercial
CMU	Commercial Mixed Use
CP	Campus Park (Mix of Office, GC, R&D and LI)
UZ	University (CSU Campus)
PF	Public Facilities (Schools)
PF	Public Facilities (County Facilities)
PR	Parks and Recreation (Active Parks)
OS	Open Space (Paseos and Preserves)

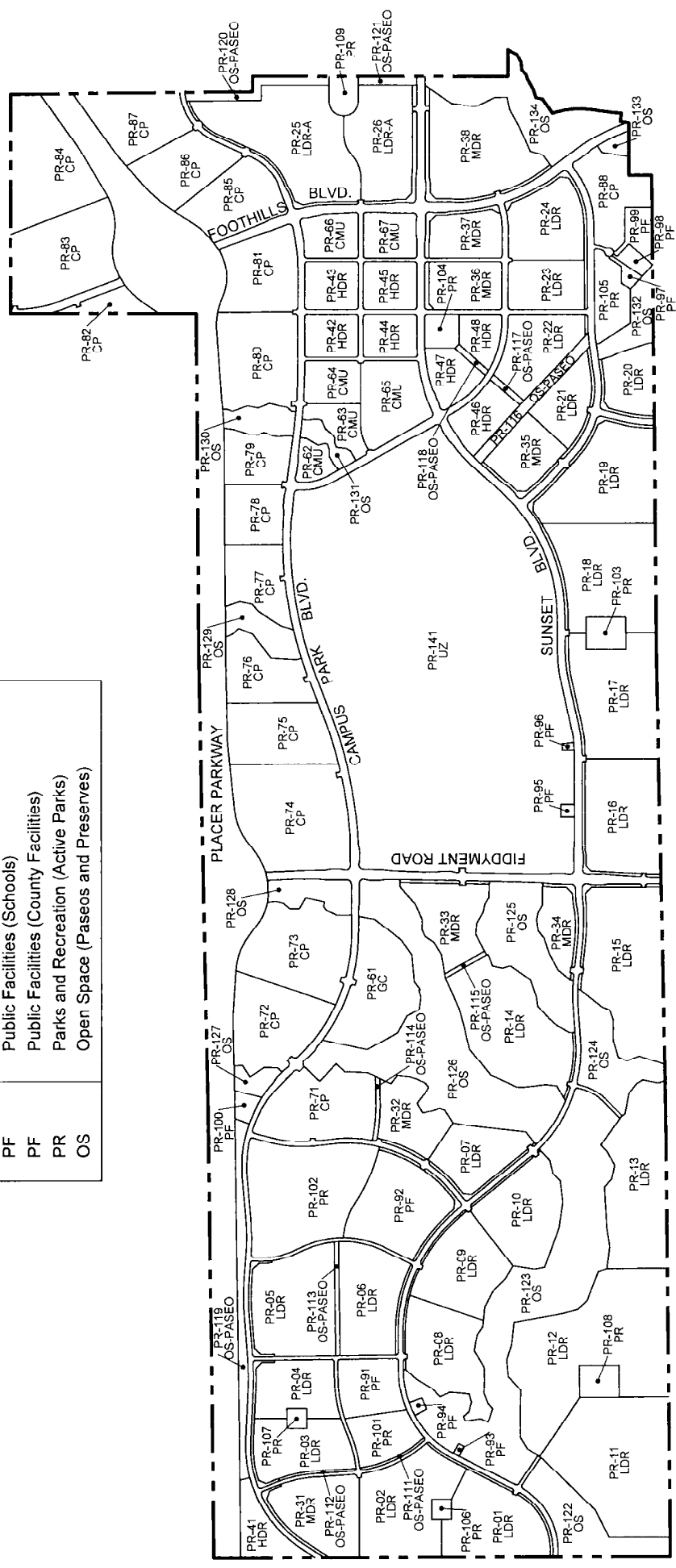


EXHIBIT D
Placer Ranch Specific Plan Development Agreement
LAND PLAN AND LAND USE BY SPECIFIC PLAN PARCEL

Parcel	Land Use	Acreage	Units
Residential Uses			
PR-01	Low Density Residential (LDR)	21.12 ac	106 du
PR-02	Low Density Residential (LDR)	26.32 ac	132 du
PR-03	Low Density Residential (LDR)	16.04 ac	80 du
PR-04	Low Density Residential (LDR)	13.93 ac	70 du
PR-05	Low Density Residential (LDR)	26.08 ac	130 du
PR-06	Low Density Residential (LDR)	20.33 ac	102 du
PR-07	Low Density Residential (LDR)	13.59 ac	68 du
PR-08	Low Density Residential (LDR)	20.70 ac	96 du
PR-09	Low Density Residential (LDR)	19.83 ac	93 du
PR-10	Low Density Residential (LDR)	20.47 ac	97 du
PR-11	LDR - Age Restricted (LDR-A)	42.58 ac	243 du
PR-12	LDR - Age Restricted (LDR-A)	53.49 ac	302 du
PR-13	LDR - Age Restricted (LDR-A)	30.95 ac	175 du
PR-14	Low Density Residential (LDR)	32.66 ac	163 du
PR-15	Low Density Residential (LDR)	36.59 ac	183 du
PR-16	Low Density Residential (LDR)	26.29 ac	131 du
PR-17	Low Density Residential (LDR)	29.98 ac	150 du
PR-18	Low Density Residential (LDR)	30.49 ac	152 du
PR-19	Low Density Residential (LDR)	27.87 ac	139 du
PR-20	Low Density Residential (LDR)	10.03 ac	50 du
PR-21	Low Density Residential (LDR)	10.26 ac	51 du (1)
PR-22	Low Density Residential (LDR)	15.56 ac	78 du (1)
PR-23	Low Density Residential (LDR)	11.61 ac	58 du (1)
PR-24	Low Density Residential (LDR)	16.29 ac	81 du (1)
PR-25	LDR - Age Restricted (LDR-A)	35.44 ac	209 du
PR-26	LDR - Age Restricted (LDR-A)	20.66 ac	121 du
PR-31	Medium Density Residential (MDR)	17.78 ac	133 du
PR-32	Medium Density Residential (MDR)	12.05 ac	94 du
PR-33	Medium Density Residential (MDR)	14.76 ac	103 du
PR-34	Medium Density Residential (MDR)	7.76 ac	62 du
PR-35	Medium Density Residential (MDR)	10.97 ac	88 du (1)
PR-36	Medium Density Residential (MDR)	10.72 ac	86 du (1)
PR-37	Medium Density Residential (MDR)	10.08 ac	81 du (1)
PR-38	Medium Density Residential (MDR)	28.15 ac	225 du
PR-41	High Density Residential (HDR)	8.16 ac	163 du
PR-42	High Density Residential (HDR)	7.19 ac	144 du (1)
PR-43	High Density Residential (HDR)	7.90 ac	158 du (1)
PR-44	High Density Residential (HDR)	7.20 ac	144 du (1)
PR-45	High Density Residential (HDR)	7.90 ac	158 du (1)
PR-46	High Density Residential (HDR)	8.34 ac	168 du (1)
PR-47	High Density Residential (HDR)	7.71 ac	155 du (1)
PR-48	High Density Residential (HDR)	5.61 ac	114 du (1)

EXHIBIT D
Placer Ranch Specific Plan Development Agreement
LAND PLAN AND LAND USE BY SPECIFIC PLAN PARCEL

Parcel	Land Use	Acreage	Units
Commercial and Employment Uses			
PR-61	General Commercial (GC)	22.69 ac	
PR-62	Commercial Mixed Use (CMU)	4.06 ac	
PR-63	Commercial Mixed Use (CMU)	6.09 ac	0 du (1)
PR-64	Commercial Mixed Use (CMU)	7.92 ac	0 du (1)
PR-65	Commercial Mixed Use (CMU)	15.68 ac	0 du (1)
PR-66	Commercial Mixed Use (CMU)	7.55 ac	0 du (1)
PR-67	Commercial Mixed Use (CMU)	7.50 ac	0 du (1)
PR-71	Campus Park (CP)	22.41 ac	
PR-72	Campus Park (CP)	21.52 ac	
PR-73	Campus Park (CP)	26.08 ac	
PR-74	Campus Park (CP)	35.24 ac	
PR-75	Campus Park (CP)	19.62 ac	
PR-76	Campus Park (CP)	14.42 ac	
PR-77	Campus Park (CP)	12.86 ac	
PR-78	Campus Park (CP)	10.98 ac	
PR-79	Campus Park (CP)	10.38 ac	
PR-80	Campus Park (CP)	23.75 ac	
PR-81	Campus Park (CP)	17.58 ac	0 du (1)
PR-82	Campus Park (CP)	4.49 ac	0 du (1)
PR-83	Campus Park (CP)	26.92 ac	
PR-84	Campus Park (CP)	26.39 ac	
PR-85	Campus Park (CP)	16.68 ac	
PR-86	Campus Park (CP)	15.18 ac	
PR-87	Campus Park (CP)	16.62 ac	
PR-88	Campus Park (CP)	13.86 ac	
Public and Open Space Uses			
PR-91	Public Facilities (PF)	10.65 ac	
PR-92	Public Facilities (PF)	22.02 ac	
PR-93	Public Facilities (PF)	0.23 ac	
PR-94	Public Facilities (PF)	0.54 ac	
PR-95	Public Facilities (PF)	0.55 ac	
PR-96	Public Facilities (PF)	0.26 ac	
PR-97	Public Facilities (PF)	1.09 ac	
PR-98	Public Facilities (PF)	1.79 ac	
PR-99	Public Facilities (PF)	4.01 ac	
PR-100	Public Facilities (PF)	1.79 ac	
PR-101	Park & Recreation (PR)	9.13 ac	
PR-102	Park & Recreation (PR)	35.59 ac	
PR-103	Park & Recreation (PR)	4.00 ac	
PR-104	Park & Recreation (PR)	3.61 ac	
PR-105	Park & Recreation (PR)	7.79 ac	
PR-106	Park & Recreation (PR)	1.21 ac	
PR-107	Park & Recreation (PR)	1.21 ac	
PR-108	Park & Recreation (PR)	4.00 ac	
PR-109	Park & Recreation (PR)	3.23 ac	
PR-111	Open Space (OS) Paseo	0.57 ac	

EXHIBIT D
Placer Ranch Specific Plan Development Agreement
LAND PLAN AND LAND USE BY SPECIFIC PLAN PARCEL

Parcel	Land Use	Acreage	Units
PR-112	Open Space (OS) Paseo	0.62 ac	
PR-113	Open Space (OS) Paseo	1.53 ac	
PR-114	Open Space (OS) Paseo	0.84 ac	
PR-115	Open Space (OS) Paseo	0.62 ac	
PR-116	Open Space (OS) Paseo	5.31 ac	
PR-117	Open Space (OS) Paseo	0.76 ac	
PR-118	Open Space (OS) Paseo	0.76 ac	
PR-119	Open Space (OS) Paseo	9.09 ac	
PR-120	Open Space (OS) Paseo	4.23 ac	
PR-121	Open Space (OS) Paseo	1.56 ac	
PR-122	Open Space (OS) Preserve	16.69 ac	
PR-123	Open Space (OS) Preserve	71.27 ac	
PR-124	Open Space (OS) Preserve	14.79 ac	
PR-125	Open Space (OS) Preserve	22.26 ac	
PR-126	Open Space (OS) Preserve	58.31 ac	
PR-127	Open Space (OS) Preserve	3.03 ac	
PR-128	Open Space (OS) Preserve	6.96 ac	
PR-129	Open Space (OS) Preserve	7.04 ac	
PR-130	Open Space (OS) Preserve	5.70 ac	
PR-131	Open Space (OS) Preserve	3.24 ac	
PR-132	Open Space (OS) Preserve	6.89 ac	
PR-133	Open Space (OS) Preserve	1.58 ac	
PR-134	Open Space (OS) Preserve	21.10 ac	
Other			
PR-141	University (UZ)	301.27 ac	
	Placer Parkway Corridor	158.51 ac	
	Major Roadways & Landscape Corridors	168.11 ac	
Total		2,213.25 ac	5,636 du (2)

- (1) The unit allocation for these parcels does not include any of the 300 reserve units allocated to HDR parcels, which are permitted to be allocated to any parcel in the Town Center district or Town Center Overlay, as identified in the Placer Ranch Specific Plan.
- (2) The total unit allocation includes 300 reserve dwelling units, which are not allocated to any specific parcel in the table above. For provisions regarding the utilization of these reserve units, refer to Subsection J (Residential Unit Transfers) in Section 10 (Implementation) of the Placer Ranch Specific Plan.

EXHIBIT E

Phasing Plan

EXHIBIT "E"

PLACER RANCH SPECIFIC PLAN DEVELOPMENT AGREEMENT PHASING PLAN

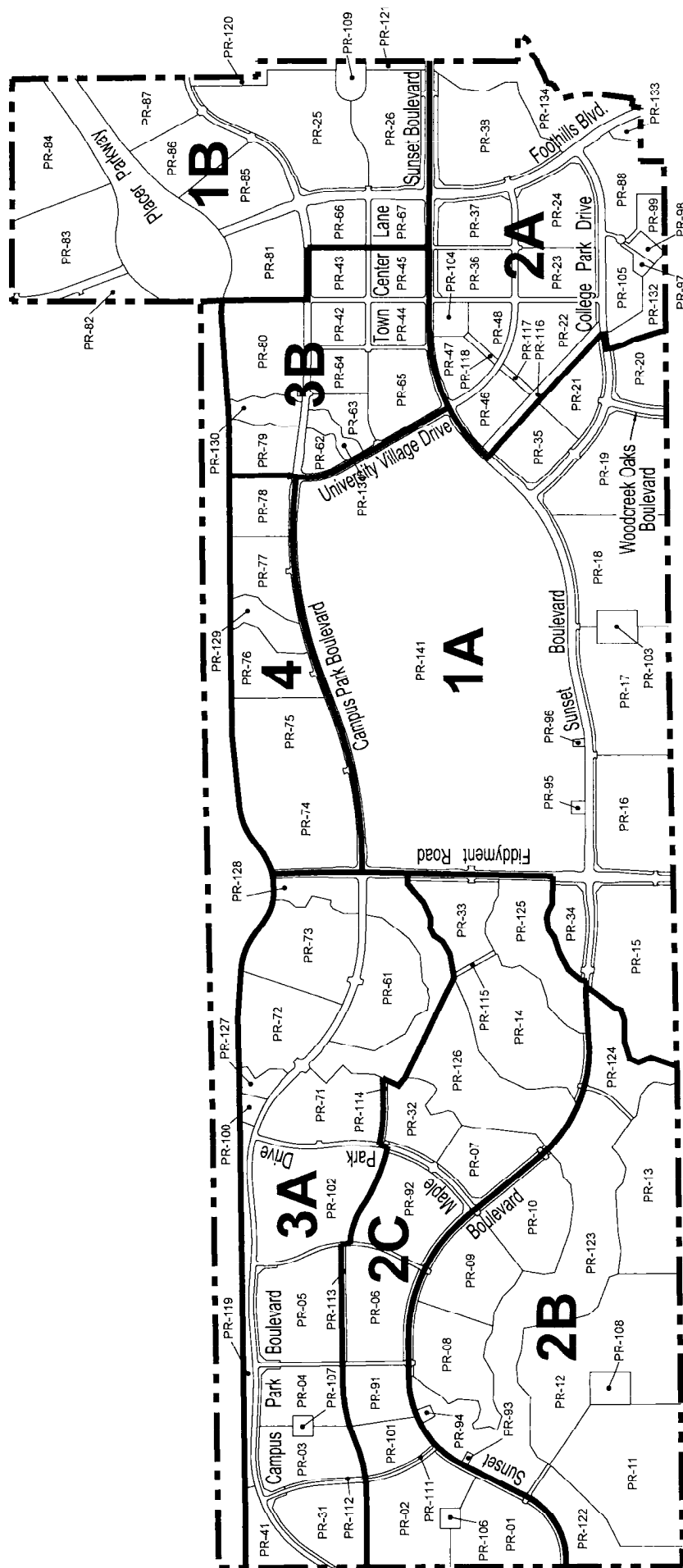
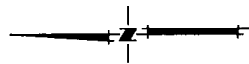


EXHIBIT F

Backbone Infrastructure

EXHIBIT F

Placer Ranch Specific Plan Development Agreement BACKBONE INFRASTRUCTURE

The term “Backbone Infrastructure” includes, but is not limited to, all on-site and off-site improvements required for development of the Project (except for in-tract subdivision improvements) consistent with the Entitlements, such as roadways, utility extensions (water, recycled water, sewer, storm drainage, and dry utilities, including utility stubs to parcels to be used for public or affordable housing purposes), temporary and permanent drainage facilities (detention, retention, conveyance, and water quality), frontage improvements (curb, gutter, sidewalk, frontage and median landscaping, and masonry/community walls, where applicable), sewer pump stations, and temporary and permanent improvements to provide access and turnaround provisions that meet County and Fire standards and requirements.

The following list of improvements is included in the Project’s Backbone Infrastructure:

Backbone Roadways. This includes, but is not limited to, curb, gutter, sidewalks, medians, travel lanes, turn lanes, bus turnouts, bike lanes, full pavement structural section, striping, street signage, traffic signal improvements, streetlights, joint-trenches, in-street utilities, enhanced pedestrian crossings, bridges, masonry walls and fences in public landscape lots, landscaping, irrigation, and all associated appurtenances, for the following roadways:

- Sunset Boulevard
- Foothills Boulevard
- Fiddymont Road
- Woodcreek Oaks Boulevard
- Campus Park Boulevard
- University Village Drive
- College Park Drive
- Maple Park Drive
- Off-site roadways (Foothills Boulevard extension, Nichols Drive connection, and other roadways as identified in the Final EIR)

NOTE: Some backbone infrastructure for utilities may be constructed in roadways not listed above.

Sewer Improvements. This includes, but is not limited to:

- Sewer trunks and pipelines, and associated appurtenances
- Off-site sewer lines and appurtenances
- Sewer lift station, pumping facilities, force mains, and associated appurtenances
- Site improvements for lift stations

Potable Water Improvements. This includes, but is not limited to:

- Water pipelines and appurtenances
- Off-site water lines and appurtenances
- Potable water storage tank, pumping facilities, service building, and associated site improvements and appurtenances
- Groundwater wells, including above and below-ground facilities, and associated site improvements and service buildings
- Pressure reducing stations, pressure reducing valves, and associated appurtenances
- Site improvements for groundwater wells and water storage tank

Recycled Water Improvements. This includes, but is not limited to:

- Recycled water pipelines and appurtenances
- Off-site recycled water lines, storage tanks, pumping facilities, and associated appurtenances
- Recycled water storage tank, booster pumping facilities, service building, and associated site improvements and appurtenances
- Groundwater well and appurtenances (for backup recycled water supply)
- Site improvements for recycled water storage tank

Storm Drainage Improvements. This includes, but is not limited to, improvements in backbone roadways, open space parcels, and other parcels as identified in the Storm Drainage Master Plan, consisting of the following:

- Storm water conveyance pipelines, culverts, and appurtenances
- Outfall structures, drainage swales, and associated appurtenances
- Stormwater retention and detention facilities
- Stormwater management and water quality features, including but not limited to, bioretention facilities and water quality swales
- Off-site storm drainage improvements

Dry Utilities Improvements. This includes, but is not limited to:

- Gas, electrical, cable, and voice/data lines, distribution circuits, and associated appurtenances
- Relocation of existing overhead power lines
- Off-site dry utility improvements

Recreational Improvements. This includes, but is not limited to:

- Sidewalks and frontage landscaping along backbone roadways, including all site improvements, amenities, landscaping, irrigation, lighting, fencing, utilities, and associated improvements adjacent to low density residential and medium density residential uses.
- Sidewalks along the frontage of public park, public facility, and open space parcels.
- Landscaping in backbone infrastructure roadway medians.
- Shared-use paths (Class 1 bike trails) along backbone roadways, including grading, pedestrian bridges, crossings, striping, signage, landscaping, and associated appurtenances

NOTE: Recreational improvements do not include the 12'-wide perimeter pathway along the University's frontage (Specific Plan Parcel PR-141).

EXHIBIT G

Phase I Foothills Boulevard Offsite Connection Depiction

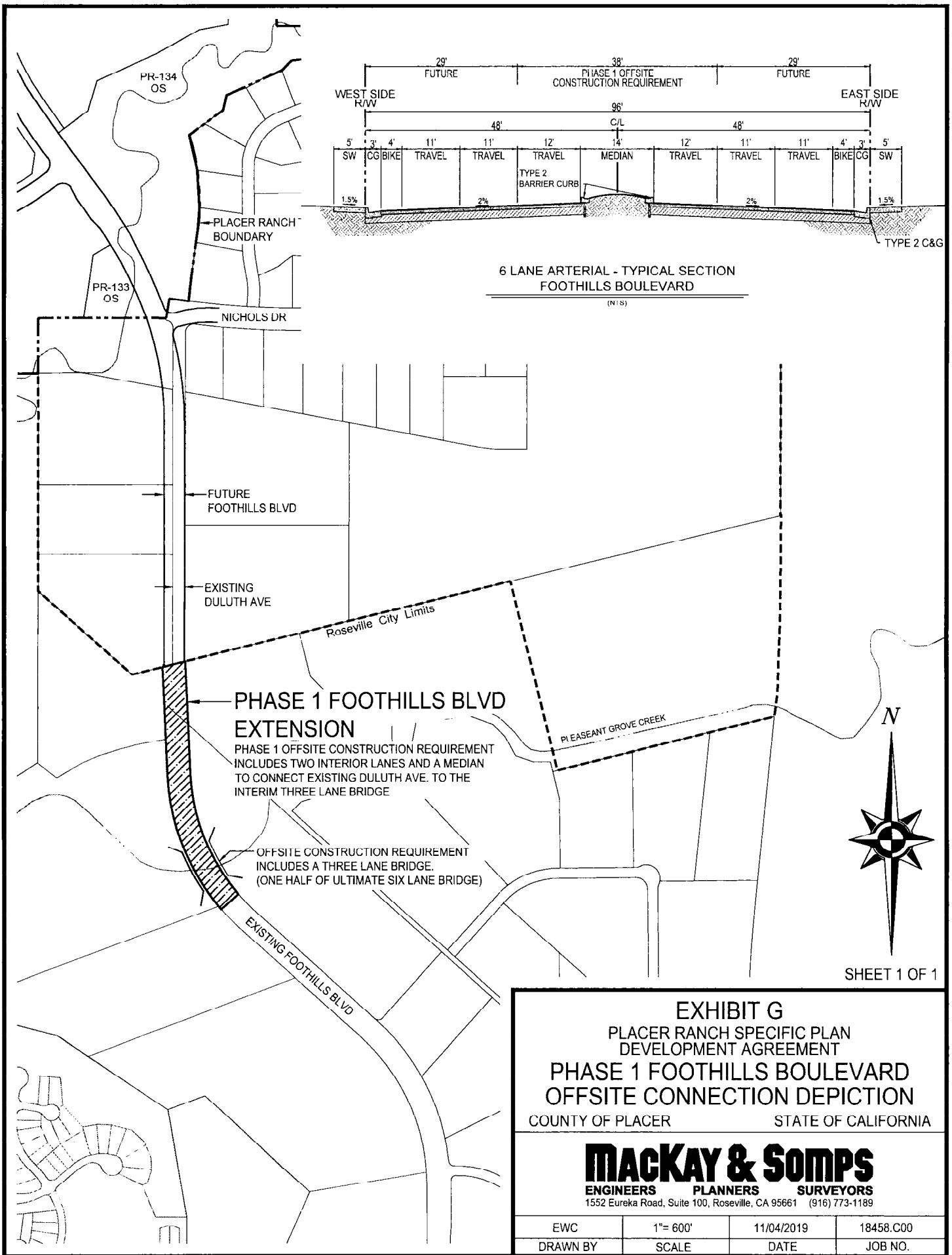


EXHIBIT G
PLACER RANCH SPECIFIC PLAN
DEVELOPMENT AGREEMENT
PHASE 1 FOOTHILLS BOULEVARD
OFFSITE CONNECTION DEPICTION
COUNTY OF PLACER STATE OF CALIFORNIA

MACKEY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

EWC	1"= 600'	11/04/2019	18458.C00
DRAWN BY	SCALE	DATE	JOB NO.